

**UNITED STATES BANKRUPTCY COURT
FOR THE SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, et al.,¹

Debtors.

) Chapter 11

) Case No. 22-10964 (MG)

) (Jointly Administered)

SUPPLEMENTAL AFFIDAVIT OF SERVICE

I, Monica Arellano, depose and say that I am employed by Stretto, the claims and noticing agent for the Debtors in the above-captioned cases.

On March 9, 2023, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on the service list attached hereto as **Exhibit A**, pursuant to USPS forwarding instructions:

- **Bidding Procedures for the Potential Sale of Certain of the Debtors' Assets** (attached hereto as **Exhibit B**)
- **Notice of Auction for the Potential Sale of Certain of the Debtors' Assets Free and Clear of Any and All Claims, Interests, and Encumbrances** (attached hereto as **Exhibit C**)
- **Notice to Contract Parties to Potentially Assumed Executory Contracts and Unexpired Leases** (Docket No. 1300)

Furthermore, on March 9, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on the service list attached hereto as **Exhibit D**, pursuant to USPS forwarding instructions:

- **Third Monthly Fee Statement of Akin Gump Strauss Hauer & Feld LLP for Professional Services Rendered and Reimbursement of Expenses Incurred as Special Litigation Counsel to the Debtors for the Period of October 1, 2022 Through October 31, 2022** (Docket No. 1668)

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¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor's federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (0143); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC's principal place of business and the Debtors' service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

² The Debtors are authorized pursuant to The Order Authorizing the Debtors to File Under Seal the Names of Certain Confidential Parties in Interest Related to the Debtors' Potential Sale of Certain Assets [Docket No. 697] to redact as to the names and identifiable information of the confidential parties

Furthermore, on March 10, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on Bhagamshi Kannegundla at a redacted address, pursuant to USPS forwarding instructions:

- **[Customized for Rule 3001(e)(2)] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) [Re: Docket No. 2130]**

Furthermore, on March 10, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on Paul Rink at a redacted address, pursuant to USPS forwarding instructions:

- **[Customized for Rule 3001(e)(2)] Notice of Transfer of Claim Pursuant to F.R.B.P. 3001(e)(2) [Re: Docket No. 2141]**

Furthermore, on or before March 14, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on the service list attached hereto as **Exhibit E**, and one (1) confidential party not included herein, pursuant to USPS forwarding instructions:

- **Notice of Deadline Requiring Submission of Proofs of Claim on or Before January 3, 2023, and Related Procedures for Submitting Proofs of Claim in the Above-Captioned Chapter 11 Cases** (attached hereto as **Exhibit F**)

Furthermore, on or before March 15, 2023, at my direction and under my supervision, employees of Stretto caused the following documents to be served via first-class mail on Office of the United States Trustee for the Southern District of New York, Attn: Shara Cornell, Mark Bruh, & Brian S. Masumoto at 1 Bowling Grn, Ste 534, New York, NY 10004-1459, pursuant to USPS forwarding instructions:

- **Supplemental Declaration of Vicente E. Lazar in Support of the Application Authorizing the Employments of Jenner & Block LLP as Attorneys for the Examiner Effective as of September 29, 2022** (Docket No. 1608)
- **Interim Order (I) Authorizing the Gk8 Debtors to (a) Continue to Operate the GK8 Cash Management System, (B) Honor Certain Prepetition Obligations Related Thereto, (C) Maintain Existing Gk8 Business Forms, and (D) Continue to Perform GK8 Intercompany Transactions, (II) Granting Superpriority Administrative Expense Status to Postpetition GK8 Intercompany Balances, and (III) Granting Related Relief** (Docket No. 1653)
- **Order (I) Authorizing Christopher Ferraro to Act as Foreign Representative and (II) Granting Related Relief** (Docket No. 1654)
- **Order (I) Applying Certain Orders in Initial Debtors' Chapter 11 Cases to, GK8 Ltd., GK8 USA LLC, and GK8 UK Limited and (II) Granting Related Relief** (Docket No. 1655)
- **Debtors' Statement in Support of Entry of the Order (I) Approving the Sale of the GK8 Debtors' Assets Free and Clear of All Claims, Liens, Rights, Interests and**

Encumbrances, (II) Authorizing the GK8 Debtors to Enter into and Perform Their Obligations Under the Asset Purchase Agreement, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (Docket No. 1671)

- **Declaration of Holden Bixler in Support of the Order (I) Approving the Sale of the GK8 Debtors' Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (II) Authorizing the GK8 Debtors to Enter into and Perform Their Obligations Under the Asset Purchase Agreement, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (Docket No. 1672)**
- **Notice of Filing of Further Revised Proposed Order (I) Approving the Sale of the GK8 Debtors' Assets Free and Clear of All Claims, Liens, Rights, Interests and Encumbrances, (II) Authorizing the GK8 Debtors to Enter into and Perform Their Obligations Under the Asset Purchase Agreement, (III) Authorizing the Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, and (IV) Granting Related Relief (Docket No. 1673)**
- **Public Coins and Budget Report (Docket No. 1676)**
- **Notice of Filing of Revised Proposed Order (I) Approving the Debtors' Key Employee Retention Plan and (II) Granting Related Relief (Docket No. 1677)**
- **Declaration of Disinterestedness of McMillan LLP Pursuant to the Order Authorizing the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business (Docket No. 1689)**
- **Notice of Adjournment (Docket No. 1694)**
- **Notice of Filing of Further Revised Proposed Order (I) Authorizing the Debtors to Pay Certain Decentralized Finance Loans and (II) Granting Related Relief (Docket No. 1695)**
- **First Interim Fee Application of Kirkland & Ellis LLP and Kirkland & Ellis International LLP, Attorneys for the Debtors and Debtors in Possession, for the Interim Fee Period from July 13, 2022 Through and Including October 31, 2022 (Docket No. 1721)**
- **Notice of Filing of Further Revised Proposed Order (I) Authorizing the Debtors to Pay Certain Decentralized Finance Loans and (II) Granting Related Relief (Docket No. 1725)**
- **Notice of Filing of Revised Proposed Order (I) Setting a Briefing Schedule and (II) Granting Related Relief (Docket No. 1729)**
- **Second Supplemental Declaration of Patrick J. Nash, Jr. In Support of the Debtors' Application for Entry of an Order Authorizing the Retention and Employment of Kirkland & Ellis LLP and Kirkland & Ellis International LLP as Attorneys for the**

Debtors and Debtors in Possession Effective as of July 13, 2022 (Docket No. 1731)

- **Agenda for Hearing to Be Held December 20, 2022, at 10:00 A.M. (Prevailing Eastern Time) (Docket No. 1735)**
- **Omnibus Notice of Filing of First Interim Fee Applications for Debtor Professionals (Docket No. 1736)**
- **Second Supplemental Declaration of Robert Campagna in Support of Debtors' Application to Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisor to the Debtors and Debtors in Possession Effective as of July 13, 2022 (Docket No. 1737)**
- **Debtors' Objection to Immanuel Herrmann's Motion for the Entry of an Order (I) Appointing a Chapter Eleven Mediator (II) Directing Mandatory Mediation and (III) Granting Related Relief (Docket No. 1738)**
- **Notice of Filing of First Interim Fee Applications of Examiner's Professionals (Docket No. 1740)**
- **Order (I) Setting a Briefing Schedule and (II) Granting Related Relief (Docket No. 1747)**
- **Notice of Rejection of Certain Executory Contracts (Docket No. 1753)**
- **Reply in Support of Immanuel Herrmann's Motion for the Entry of an Order (I) Appointing a Chapter Eleven Mediator (II) Directing Mandatory Mediation and (III) Granting Related Relief (Docket No. 1754)**
- **Notice of Filing Revised Proposed Order (I) Authorizing the Debtors to Reopen Withdrawals for Certain Customers with Respect to Certain Assets Held in the Custody Program and Withhold Accounts and (II) Granting Related Relief (Docket No. 1755)**
- **Notice of Filing of Revised Proposed Order (I) Authorizing the Retention and Employment of Ernst & Young LLP as Tax Compliance and Tax Advisory Services Provider, Effective as of July 13, 2022, and (II) Granting Related Relief (Docket No. 1756)**
- **Notice of Cancellation of Hearing Scheduled for December 22, 2022 (Docket No. 1757)**
- **Notice of Filing of December 20, 2022, Hearing Presentation (Docket No. 1758)**
- **Notice of Presentment and Opportunity for Hearing on Second Joint Stipulation and Agreed Order Between the Securities and Exchange Commission and the Debtors to Extend the deadline for Filing a Nondischargedability Complaint and Proofs of Claim (Docket No. 1782)**
- **Third Supplemental Declaration of Robert Campagna in Support of Debtors'**

Application to Employ and Retain Alvarez & Marsal North America, LLC as Financial Advisor to the Debtors and Debtors in Possession Effective as of July 13, 2022 (Docket No. 1785)

- **Declaration of Disinterestedness of Conyers Dill & Pearman Pursuant to the Order Authorizing the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business** (Docket No. 1790)
- **Notice of Adjournment** (Docket No. 1841)
- **Certificate of No Objection Regarding the Debtors' Motion Seeking Entry of an Order(I) Extending the Bar Dates for Submitting Proofs of Claim, (II) Approving Notice Thereof, and (III) Granting Related Relief** (Docket No. 1842)
- **Notice of Cancellation of Hearing Scheduled for January 10, 2023** (Docket No. 1843)
- **Second Notice of Amended Dates and Deadlines with Respect to Bidding Procedures for the Potential Sale of Substantially All of the Debtors' Assets** (Docket No. 1844)

Furthermore, on March 15, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on Wilcox, Waylon J at a redacted address, pursuant to USPS forwarding instructions:

- **Notice of Adjournment of Hearing on Debtors' Second Motion for Entry of an Order (I) Extending the Debtors' Exclusive Periods to File a Chapter 11 Plan and Solicit Acceptances Thereof Pursuant to Section 1121 of the Bankruptcy Code and (II) Granting Related Relief** (Docket No. 2101)
- **Order Pursuant to Section 327(e) of the Bankruptcy Code Authorizing the Retention and Employment of A.M. Saccullo Legal, LLC as Special Counsel to the Debtors Effective as of December 1, 2022** (Docket No. 2142)

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Furthermore, on March 15, 2023, at my direction and under my supervision, employees of Stretto caused the following document to be served via first-class mail on the service list attached hereto as **Exhibit G**, pursuant to USPS forwarding instructions:

- **Notice of Auction for the Potential Sale of Certain of the Debtors' Assets Free and Clear of Any and All Claims, Interests, and Encumbrances** (attached hereto as **Exhibit C**)

Dated: March 20, 2023


Monica Arellano

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California,
County of Orange

Subscribed and sworn to (or affirmed) before me on this 20th day of March, 2023, by Monica Arellano, proved to me on the basis of satisfactory evidence to be the person who appeared before me.

Signature: 



Exhibit A



Exhibit A

Served via First-Class Mail

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
CELSIUS NETWORK LLC	121 RIVER ST	STE 1	HOBOKEN	NJ	07030-5982
SCOTT TAYLOR	ON FILE				

Exhibit B

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10964 (MG)
)
) (Jointly Administered)
)

**BIDDING PROCEDURES FOR THE
POTENTIAL SALE OF CERTAIN OF THE DEBTORS' ASSETS**

On July 13, 2022, the above-captioned debtors and debtors in possession (collectively, the “Debtors”) filed voluntary petitions for relief under chapter 11 of title 11 of the United States Code (the “Bankruptcy Code”), in the United States Bankruptcy Court for the Southern District of New York (the “Court”).

On November 2, 2022, the Court entered the *Order (I) Approving the Bidding Procedures in Connection With the Sale of Substantially All of the Debtors' Assets, (II) Scheduling Certain Dates With Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Contract Assumption And Assignment Procedures, and (V) Granting Related Relief* [Docket No. 1272] (the “Bidding Procedures Order”),² by which the Court approved the following procedures (the “Bidding Procedures”).

These Bidding Procedures set forth the process for potential auctions (each auction, an “Auction”) for the sale (each sale, a “Sale”) of all or a portion of the Debtors’ assets, properties, goodwill, and rights relating to their businesses (collectively, the “Assets”), including:

- (i) the assets, properties, goodwill, and rights relating to their businesses comprising the Debtors’ retail platform business (the “Retail Platform Assets”), including customer earn accounts and coin balances, retail and institutional lending portfolio, swap services, staking platform, CelPay (the Debtors’ cryptocurrency payment and transfer feature), and CelsiusX (the Debtors’ decentralized finance arm that utilizes wrapped cryptocurrency tokens to bridge centralized finance infrastructure to decentralized finance

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

² All capitalized terms used but not immediately defined shall have the meanings ascribed to them elsewhere in these Bidding Procedures.

opportunities), and any cryptocurrencies or digital assets held by the Debtors (to the extent that they comprise property of the estate as such term is defined under section 541 of the Bankruptcy Code); and

- (ii) the GK8 Assets, as defined in the *Order (I) Approving Bidding Procedures for the Potential Sale of Certain of the Debtors' Assets, (II) Scheduling Certain Dates with Respect Thereto, (III) Approving the Form and Manner of Notice Thereof, (IV) Approving Contract Assumption and Assignment Procedures, and (V) Granting Related Relief* (the "GK8 Bidding Procedures Order") [Docket No. 687].³

To the extent that these Bidding Procedures require the Debtors to consult with or receive the consent of the Official Committee of Unsecured Creditors (the "Committee") in connection with making a determination or taking any action, or in connection with any other matter related to these Bidding Procedures or at an Auction (as defined below), if any, the Debtors shall do so in a regular and timely manner prior to making such determination or taking any such action. All decisions made by the Debtors pursuant to these Bidding Procedures must be approved by the Special Committee of the Board of Debtor Celsius Network Limited.

The Debtors and the Committee are evaluating whether the value of the estates would be maximized through a stand-alone restructuring or a sale of some or all of the Assets. Therefore, the bidding and sale process will be administered by the Debtors, in consultation with the Committee, and subject to the consent rights of the Committee herein. The Debtors may sell, some, all, or none of the Assets, and the parties may not give special consideration to any potential Bid proposed by an insider or an affiliate of any insider (as such term is defined in 11 U.S.C. §101(31)). Without the prior written consent of the Debtors and the Committee, no insider of the Debtors or entity affiliated with any insider of the Debtors may (i) communicate with any Potential Bidder or Bidder about its potential Bid or Bid, or (ii) receive or be given access to any non-public information or documentation related to a Bid or potential Bid.

Copies of the Bidding Procedures Order or other documents related thereto are available upon request to Stretto, Inc. by calling (855) 423-1530 (Domestic) or (949) 669-5873 (International) or visiting the Debtors' restructuring website at (<https://cases.stretto.com/celsius>).

I. Important Dates and Deadlines, including Contingent Dates for the Retail Platform Assets.

These Bidding Procedures set forth the terms by which prospective bidders, if any, may qualify for and participate in an Auction, thereby competing to make the highest or otherwise best offer or combination of offers to purchase the Debtors' Assets. The Assets will be offered for sale

³ These Bidding Procedures only apply to the bidding and sale of the GK8 Assets to the extent they are not sold pursuant to the GK8 Bidding Procedures Order. The sale of the Debtors' cryptocurrency mining business and related assets, properties, goodwill, and rights relating to their businesses (collectively, the "Mining Assets") under these Bidding Procedures will be overseen by the Mining Restructuring Officer.

through an Auction. The Debtors may consider bids from multiple bidders (including multiple bids submitted by the same bidder) for the assets in any combination.

The Bidding Procedures provide separate deadlines for the sale of the Retail Platform Assets and any Remaining Assets (as defined below), and allow flexibility to sell the Assets together or separately, depending on which transaction creates the most value.

If the Debtors and the Committee jointly determine in their reasonable discretion that it is in the best interests of the Debtors' estates to conduct a sale of the Retail Platform Assets independently from the Debtors' other Assets, then the Debtors will file a Notice of Auction for Sale of Retail Platform Assets on the docket on or before December 13, 2022, and provide all interested parties with notice of an Auction (email being sufficient), including the date, time, and place of an Auction (if one is held), the respective deadlines related thereto, and no other or further notice of such Auction shall be required.

The key dates and deadlines for the bidding and sale of the Retail Platform Assets, which are subject to the right of the Debtors, with the consent of the Committee (such consent not to be unreasonably withheld), to modify the following dates as provided herein, are as follows:

Event or Deadline	Date and Time ⁴
Initial Bid Deadline for Retail Platform Assets	November 21, 2022 at 4:00 p.m. (prevailing Eastern Time)
Final Bid Deadline for Retail Platform Assets	December 12, 2022 at 4:00 p.m. (prevailing Eastern Time)
Auction for Retail Platform Assets	December 15, 2022 at 10:00 a.m. (prevailing Eastern Time) via remote video or such other means as determined by the Debtors after consultation with the Committee
Cure Objection Deadline for Retail Platform Assets	December 19, 2022 at 4:00 p.m. (prevailing Eastern Time)
Sale Objection Deadline for Retail Platform Assets	December 19, 2022 at 4:00 p.m. (prevailing Eastern Time)
Sale Hearing for Retail Platform Assets	December 22, 2022 at 10:00 a.m. (prevailing Eastern Time) or as soon thereafter as the Court's calendar permits

There will be a subsequent process to solicit bids for the Sale of the Debtors' Assets, including the Mining Assets (all remaining unsold Assets, the "Remaining Assets"). If any of the Retail Platform Assets are not sold pursuant to a Sale in the process reflected above, then the Remaining Assets shall include such unsold Retail Platform Assets.

⁴ All dates and deadlines are subject to Bankruptcy Rule 9006.

The key dates and deadlines for the bidding and sale of the Remaining Assets, which are subject to the right of the Debtors, with the consent of the Committee (such consent not to be unreasonably withheld), to modify the following dates as provided herein, are as follows:

Event or Deadline	Date and Time ⁵
Final Bid Deadline for Remaining Assets	December 12, 2022 at 4:00 p.m. (prevailing Eastern Time)
Auction for Remaining Assets	December 15, 2022 at 10:00 a.m. (prevailing Eastern Time) via remote video or such other means as determined by the Debtors after consultation with the Committee
Cure Objection Deadline for Remaining Assets	December 19, 2022 at 4:00 p.m. (prevailing Eastern Time)
Sale Objection Deadline for Remaining Assets	December 19, 2022 at 4:00 p.m. (prevailing Eastern Time)
Sale Hearing for Remaining Assets	December 22, 2022 at 10:00 a.m. (prevailing Eastern Time) or as soon thereafter as the Court's calendar permits

II. Public Announcement of Auction.

As soon as reasonably practicable after entry of the Bidding Procedures Order, the Debtors shall (a) serve on the Notice Parties (as defined below) a notice of the potential Auction and Sale (the "Sale Notice"), (b) post the Sale Notice on their restructuring website, <https://cases.stretto.com/celsius>, (c) publish the Sale Notice, with any modifications necessary for ease of publication, once in the *The New York Times* (national edition) and *CoinDesk* (CoinDesk.com), to provide notice to any other potential interested parties.

III. Potential Bidder Requirements.

To participate in the bidding process or otherwise be considered for any purpose hereunder, a person or entity (other than any Stalking Horse Bidder) interested in purchasing the Assets (a "Potential Bidder") must deliver or have previously delivered to the Debtors the following documents (collectively, the "Preliminary Bid Documents"):

- a. an executed confidentiality agreement (a "Confidentiality Agreement") in form and substance acceptable to the Debtors, in consultation with the Committee;
- b. preliminary proof by the Potential Bidder of its financial capacity to close the proposed transaction (which may include current audited or verified financial statements of, or verified financial commitments ("Financial Statements") obtained by, the Potential Bidder (or, if the Potential Bidder is an entity formed for the

⁵ All dates and deadlines are subject to Bankruptcy Rule 9006.

purpose of acquiring the property to be sold, the party that will bear liability for a breach) as well as an overview of any recent transactions), the adequacy of which must be acceptable to the Debtors, in consultation with the Committee;

- c. preliminary proof by the Potential Bidder of its ability to receive any and all necessary governmental, licensing, regulatory, and other approvals, and to provide adequate assurance of future performance under any executory contracts and unexpired leases to be assumed by the Debtors and assigned to such Potential Bidder, pursuant to section 365 of the Bankruptcy Code, in connection with any transaction;
- d. identity of the Potential Bidder, including its legal name, jurisdiction and form of organization, and details regarding the ownership and capital structure of the Potential Bidder, as well as the identity of any controlling persons, significant direct or indirect equity or debt investors, and/or guarantors of such entity;
- e. a list with the names and contact information for any financial, legal and other advisors the Potential Bidder has engaged to assist in connection with the proposed Sale; and
- f. a description of the nature and extent of any due diligence the Potential Bidder wishes to conduct.

The Committee's counsel and other professional advisors retained in these chapter 11 cases (the "Committee Professionals")⁶ may communicate with, meet with, and provide information to Potential Bidders, subject to any confidentiality protocols established with the Debtors. The Committee Professionals will reasonably consult with, and reasonably coordinate with, the Debtors' professionals regarding the marketing process contemplated by the Bidding Procedures (including communications involving, and any information provided to, Potential Bidders). Each Potential Bidder shall comply with all reasonable requests for information and due diligence access by the Debtors, the Committee, or their advisors regarding the ability of such Potential Bidder, as applicable, to consummate a proposed Sale. Promptly after a Potential Bidder delivers Preliminary Bid Documents, the Debtors shall (i) provide copies of all Preliminary Bid Documents to the Committee and (ii) determine, in consultation with the Committee, and notify each Potential Bidder as to whether such Potential Bidder has submitted acceptable Preliminary Bid Documents. In the event that the Debtors deem that a Potential Bidder has not met the requirements for being deemed an Acceptable Bidder, the Debtors must promptly inform the Committee of such determination (and the reasons therefor). Only those Potential Bidders that have submitted acceptable Preliminary Bid Documents to the reasonable satisfaction of the Debtors and their advisors may submit bids to purchase the Debtors' Assets. The Debtors reserve the right to work with any Potential Bidder to cure any deficiencies in the Preliminary Bid Documents.

The Debtors will provide regular updates to the Committee Professionals regarding Potential Bidders, including a telephone conference to occur not less than once per week, and allow

⁶ The Committee Professionals include White & Case, LLP, Perella Weinberg Partners LP, and M3 Partners, LP.

the Committee Professionals to participate in all management presentations and formal meetings that include Potential Bidders.

IV. Non-Binding Indications of Interest for Retail Platform Assets.

Any party interested in purchasing some or all of the Retail Platform Assets shall submit a non-binding indication of interest (an “Indication of Interest”) (email being sufficient) to (a) the Debtors’ counsel, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Tommy Scheffer (tommy.scheffer@kirkland.com); and 300 North LaSalle, Chicago, Illinois 60654, Attn.: Patrick J. Nash, Jr., P.C. (patrick.nash@kirkland.com), Ross M. Kwasteniet, P.C. (ross.kwasteniet@kirkland.com), Christopher S. Koenig (chris.koenig@kirkland.com), and Dan Latona (dan.latona@kirkland.com); (b) the Debtors’ investment bank, Centerview Partners LLC, 31 West 52nd Street, New York, New York 10019, Attn.: Marc Puntus (mpuntus@centerview.com), Ryan Kielty (rkielty@centerview.com), Sean Carmody (scarmody@centerview.com) and Seth Lloyd (slloyd@centerview.com); (c) counsel to the Committee of Unsecured Creditors, White & Case LLP, 111 South Wacker Drive Suite 5100, Chicago, Illinois 60606, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com) and 200 S. Biscayne Blvd, Miami FL 33131, Attn: Gregory Warren (gregory.warren@whitecase.com); and (d) the Committee’s investment banker, Perella Weinberg Partners, LP 767 Fifth Avenue, 5th Floor, New York, New York 10153, Attn: Kevin Cofsky (kcofsky@pwpartners.com) and Matthew Rahmani (mrahmani@pwpartners.com) so as to be **actually received no later than 4:00 p.m. (prevailing Eastern Time) on November 21, 2022 (the “Initial Bid Deadline”).** The Initial Bid Deadline may be extended without notice or hearing by the Debtors, after consultation with the Committee.

The Indication of Interest should (i) set forth a proposed purchase price for the proposed transaction, including by identifying separately any cash and non-cash components of the proposed transaction consideration, which non-cash components may include equity in a Debtor, a reorganized Debtor, or another entity proposed by a Potential Bidder, as applicable, and (ii) identify any proposed conditions to closing the transaction.

Submitting an Indication of Interest by the Initial Bid Deadline does not obligate the submitting party to submit a formal bid or participate in the sale process and does not exempt the submitting party from also having to submit a Qualified Bid by the Final Bid Deadline to participate in an Auction, each as defined below. For the avoidance of any doubt, any formal Bid for the Retail Platform Assets must be submitted by the Final Bid Deadline of December 12, 2022 at 4:00 p.m. (prevailing Eastern Time) even if such party submits an Indication of Interest.

V. Obtaining Due Diligence Access.

Only Potential Bidders that have submitted acceptable Preliminary Bid Documents to the reasonable satisfaction of the Debtors and their advisors, in consultation with the Committee, including any Stalking Horse Bidder (if any), and the Committee Professionals shall be eligible to receive due diligence information and access to the Debtors’ electronic data room and to additional non-public information regarding the Debtors. All due diligence requests must be directed to Centerview Partners LLC (“Centerview”) as set forth in Section V.A. below. The Debtors will

provide to each Potential Bidder reasonable due diligence information, as requested by such Potential Bidder in writing, as soon as reasonably practicable after such request, and the Debtors shall post substantially all written due diligence provided to any Potential Bidder to the Debtors' electronic data room. Potential Bidders will not, directly or indirectly, contact or initiate or engage in discussions in respect of matters relating to the Debtors or a potential transaction with any insider (as defined in section 101(31) of the Bankruptcy Code), affiliate of any insider, account holder, customer, supplier, or contractual counterparty of the Debtors without the prior written consent of the Debtors; *provided* that pursuant to these Bidding Procedures (including the confidentiality protocols established with the Debtors) and in compliance with any applicable Confidentiality Agreement, any Potential Bidder may contact, initiate, or engage in discussions with the Committee Professionals, subject to the Committee's obligations under the Bidding Procedures Order. The due diligence period will end on the respective Final Bid Deadline (as defined herein) and, subsequent to the Final Bid Deadline, the Debtors shall have no obligation to furnish any due diligence information.

In connection with the provision of due diligence information to Potential Bidders, the Debtors shall not furnish any confidential information relating to the Debtors or a potential transaction to any person except a Potential Bidder or such Potential Bidder's duly authorized representatives to the extent provided in an applicable Confidentiality Agreement, and the Committee.

The Debtors and their advisors shall coordinate all reasonable requests for additional information and due diligence access from Potential Bidders; *provided* that the Debtors may decline to provide such information to Potential Bidders that, in the Debtors' reasonable business judgment and in consultation with the Committee have not established, or who have raised doubt, that such Potential Bidders intend in good faith to, or have the capacity to, consummate any Sale. For any Bidder that is a competitor, account holder, or customer of the Debtors or is affiliated with any competitors, account holders, or customers of the Debtors, the Debtors reserve the right, in consultation with the Committee, to withhold or modify any diligence materials that the Debtors, in their sole discretion, determine are business-sensitive or otherwise inappropriate for disclosure to such bidder.

A. Communications with Potential Bidders (including Qualified Bidders).

Notwithstanding anything to the contrary in these Bidding Procedures, all substantive direct communications, including any diligence requests, with Potential Bidders and Qualified Bidders shall be through Centerview (email being sufficient).

Centerview Partners LLC, 31 West 52nd Street, New York, New York 10019, Attn.: Sean Carmody (scarmody@centerview.com), Ryan Kielty (rkielty@centerview.com), Seth Lloyd (slloyd@centerview.com), Marc Puntus (mpuntus@centerview.com), Ryan Kielty (rkielty@centerview.com), shall coordinate all requests for additional information and due diligence access on behalf of the Debtors.

B. Due Diligence from Potential Bidders (including Qualified Bidders).

Each Potential Bidder (including any Qualified Bidder) shall comply with all reasonable requests for additional information and due diligence access requested by the Debtors, in consultation with the Committee, or their advisors regarding the ability of such Potential Bidder (including any Qualified Bidder) to consummate its contemplated transaction. Failure by a Potential Bidder (including any Qualified Bidder) to comply with such reasonable requests for additional information and due diligence access may be a basis for the Debtors, in consultation with the Committee, to determine that such bidder is no longer a Qualified Bidder or that a bid made by such bidder is not a Qualified Bid.

VI. Stalking Horse Bidders and Bid Protections.

The Debtors shall be authorized, but not obligated, in an exercise of their business judgment, after consultation with the Committee, to select one or more Qualified Bidders to act as stalking horse bidders in connection with a Sale (each, a “Stalking Horse Bidder”), and enter into purchase agreement with respect to a Sale with such Stalking Horse Bidder (each such agreement, a “Stalking Horse Agreement”); *provided* that, in the event the Debtors seek to select one or more bidders to act as the Stalking Horse Bidder and enter into a Stalking Horse Agreement with such Stalking Horse Bidder, the Debtors shall promptly file with the Court and serve on the Notice Parties a notice of hearing on the same and the Court shall hold a hearing to consider approval of the designation of the Stalking Horse Bidder and Stalking Horse Agreement to be held on the first date the Court is available that is at least five business days after filing such notice, with objections due at 4:00 p.m. (prevailing Eastern Time) the day prior to such hearing. The bid protections provided in a Stalking Horse Agreement (if any) shall be described in detail, including the amount and calculation of such bid protections, in the notice of hearing to consider the selection of the Stalking Horse Bidder and Stalking Horse Agreement and such bid protections shall be subject to the approval of the Court in all respects.

VII. Bid Requirements.

To be selected to acquire some or all of the Assets or to be eligible to participate in an Auction, if applicable, a Potential Bidder (other than a Stalking Horse Bidder) must deliver to the Debtors and their advisors a written, irrevocable, and binding offer for purchase of the Assets (the “Bid”) that must be determined by the Debtors in their business judgment, in consultation with the Committee, to satisfy each of the following conditions (collectively, the “Bid Requirements”):

- a. **Identity:** Each Bid must fully disclose the identity of each entity and each entity’s shareholders, partners, investors, and ultimate controlling entities that will be bidding for or purchasing the applicable assets or otherwise participating in connection with such Bid, and the complete terms of any such participation, along with sufficient evidence that the Potential Bidder is legally empowered to complete the transactions on the terms contemplated by the parties. Each Bid must also include contact information for the specific person(s) whom Centerview and Kirkland & Ellis LLP (“Kirkland”) should contact regarding such Bid;

- b. **Identity of Assets and Purchase Price:** Each Bid must clearly state which Assets (including Mining Assets and Retail Platform Assets) the Potential Bidder seeks to acquire along with which liabilities and obligations the Potential Bidder agrees to assume. Each Bid must clearly set forth the purchase price to be paid, including cash and non-cash components, if any, which non-cash components may include equity in a Debtor, a reorganized Debtor, or another entity proposed by a Potential Bidder as applicable (collectively, the “Purchase Price”). The Purchase Price should be a single value in U.S. Dollars for the total enterprise value of the Assets the Potential Bidder seeks to acquire on a cash-free, debt-free basis.
- c. **Good Faith Deposit:** Each Bid must be accompanied must be accompanied by a cash deposit equal to the greater of \$20,000,000.00 and ten percent of non-coin related value in cash, submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors (the “Good Faith Deposit”). To the extent a Qualified Bid is modified before, during, or after an Auction in any manner that increases the purchase price contemplated by such Qualified Bid, the Debtors reserve the right to require that such Qualified Bidder (as defined below) increase its Good Faith Deposit so that it equals ten percent of the increased Purchase Price;
- d. **Markup of the Purchase Agreement:** Each Bid must be accompanied by executed transaction documents, including a draft purchase agreement, the form of which will be provided to any Potential Bidder prior to the respective Final Bid Deadline and in the case of an Auction with a Stalking Horse Bidder, a markup of the Stalking Horse Agreement, including the exhibits, schedules and ancillary agreements related thereto and any other related material documents integral to such Bid pursuant to which the Potential Bidder proposes to effectuate the proposed Sale, along with copies that are marked to reflect any amendments and modifications from the form purchase agreement provided to such Potential Bidder, which amendments and modifications may not be materially more burdensome or otherwise materially inconsistent with these Bidding Procedures. The Debtors, in their reasonable business judgment and after consultation with the Committee, will determine whether any such amendments and modifications are materially more burdensome;
- e. **Committed Financing:** Each Bid must include committed financing, documented to the Debtors’ reasonable satisfaction, after consultation with the Committee, that demonstrates the Potential Bidder has received sufficient debt and equity funding commitments to satisfy such Potential Bidder’s Purchase Price and other obligations under its Bid, including the identity and contact information of the specific person(s) or entity(s) responsible for such committed financing whom Centerview and Kirkland should contact regarding such committed financing. Such funding commitment shall not be subject to any internal approval, syndication requirements, diligence or credit committee approvals, and shall have covenants and conditions reasonably acceptable to the Debtors, in consultation with the Committee;

- f. **Pro Forma Capital Structure:** Each Bid must include a description of the Bidder's pro forma capital structure;
- g. **Contingencies; No Financing or Diligence Outs:** Any Bid shall not be conditioned on the obtaining or the sufficiency of financing, any internal approval, or on the outcome or review of due diligence, but may be subject to the accuracy at the closing of the specified representations and warranties, which shall not be more burdensome, in the Debtors' reasonable business judgment, after consultation with the Committee, than those contemplated by the Stalking Horse Bid, if any, and each Bid must identify with particularity each and every condition to closing, including the executory contracts and unexpired leases for which assumption and assignment is required. The Potential Bidders are expected to have completed all of their due diligence by the respective Final Bid Deadline, including all business, legal, accounting, and other confirmatory diligence. The extent and nature of any remaining due diligence should be set forth in a specific list attached to each Bid;
- h. **As-Is, Where-Is:** Each Bid must include a written acknowledgement and representation that the Potential Bidder: (i) has had an opportunity to conduct any and all due diligence prior to making its offer; (ii) has relied solely upon its own independent review, investigation, and/or inspection of any documents and/or the assets in making its Bid; and (iii) did not rely upon any written or oral statements, representations, promises, warranties, or guaranties whatsoever, whether express, implied, by operation of law, or otherwise, regarding the assets or completeness of any information provided in connection therewith or an Auction, except as expressly stated in the Potential Bidder's proposed purchase agreement;
- i. **Authorization:** Each Bid must contain evidence that the Potential Bidder has obtained authorization or approval from its shareholders and/or its board of managers or directors, as applicable, with respect to the submission of its Bid and the consummation of the transactions contemplated in such Bid;
- j. **Adequate Assurance of Future Performance:** Each Bid must (i) identify the Contracts to be assumed and assigned in connection with the proposed Sale, (ii) provide for the payment of all Cure Costs related to such Contract by the Potential Bidder and (iii) demonstrate, in the Debtors' reasonable business judgment after consultation with the Committee, that the Potential Bidder can provide adequate assurance of future performance under all such Contracts;
- k. **Government Approvals:** Each Bid, including the Stalking Horse Bid (if any), must include (i) a description of all governmental, licensing, regulatory, or other approvals or consents that are required to close the proposed Sale, together with evidence satisfactory to the Debtors after consultation with the Committee, of the ability to obtain such consents or approvals in a timely manner and (ii) a description of any material contingencies or other conditions that will be imposed upon, or that will otherwise apply to, the obtainment or effectiveness of any such consents or approvals;

- l. **Government Approvals Timeframe:** Each Bid must set forth (i) an estimated timeframe for obtaining any required governmental, licensing, regulatory, or other approvals or consents for consummating any proposed Sale, and (ii) the basis for such estimate;
- m. **Compliance with Bankruptcy Code and Non-Bankruptcy Law; Acknowledgment:** Each Bid must comply in all respects with the Bankruptcy Code and any applicable non-bankruptcy law. Each Bid must also include a written acknowledgment that the Bidder agrees to all of the terms of the Sale set forth in these Bidding Procedures;
- n. **Irrevocable:** A Potential Bidder's Bid must be binding and irrevocable unless and until the Debtors accept a higher Bid and such Potential Bidder is not selected as the Backup Bidder (as defined herein);
- o. **No Fees:** Other than a Stalking Horse Bidder (solely to the extent the Court approves any Bid Protections under the Stalking Horse Agreement), each Potential Bidder presenting a Bid or Bids will bear its own costs and expenses (including legal fees) in connection with the proposed transaction, and by submitting its Bid is agreeing to refrain from and waive any assertion or request for breakup fee, transaction fee, termination fee, expense reimbursement, or any similar type of payment or reimbursement on any basis, including under section 503(b) of the Bankruptcy Code; *provided* that the Debtors are authorized in their discretion, after consultation with the Committee, to provide certain bid protections to one or more Stalking Horse Bidders solely in accordance with these Bidding Procedures;
- p. **Adherence to Bidding Procedures:** By submitting its Bid, each Potential Bidder is agreeing to abide by and honor the terms of these Bidding Procedures and agrees not to submit a Bid or seek to reopen the sale process, or an Auction (if held), after conclusion of the selection of the Successful Bidder (as defined herein);
- q. **Consent to Jurisdiction:** The Potential Bidder must submit to the jurisdiction of the Court and waive any right to a jury trial in connection with any disputes relating to the Debtors' qualification of Bids, an Auction (if held), the construction and enforcement of these Bidding Procedures, the Sale documents, and the Closing, as applicable;
- r. **Backup Bid:** Each Bid shall provide that the Potential Bidder will serve as a backup bidder if the Potential Bidder's bid is the next highest or otherwise best bid;
- s. **Expected Closing Date:** A Bid by a Potential Bidder must be reasonably likely (based on availability of financing, antitrust, or other regulatory issues, experience, and other considerations) to be consummated, if selected as the Successful Bid, within a timeframe acceptable to the Debtors, after consultation with the Committee; and
- t. **Employees:** Each Bid must detail the treatment of the any of the Debtors' employees.

Only Bids fulfilling all of the preceding requirements contained in this section may, at the Debtors' reasonable discretion, in consultation with the Committee, be deemed to be "Qualified Bids," and only those parties submitting Qualified Bids may, at the Debtors' reasonable discretion, in consultation with the Committee, be deemed to be "Qualified Bidders."

The Debtors shall provide regular updates to the Committee Professionals on potential Bids, Bids, and Qualified Bids, including a telephone conference to occur not less than once per week, and allow the Committee Professionals to participate in all management presentations and formal meetings that include Potential Bidders. For the avoidance of doubt, the Committee Professionals shall not participate in presentations and meetings between the Debtors' advisors and the Special Committee of the Board of Directors of Debtor Celsius Network Limited.

Within one business day after the respective Final Bid Deadline, the Debtors shall determine, after consultation with the Committee, which Potential Bidders are Qualified Bidders and will notify the Potential Bidders whether Bids submitted constitute Qualified Bids, which will enable such Qualified Bidders to participate in an Auction. Any Bid that is not deemed a Qualified Bid shall not be considered by the Debtors; *provided, however*, that if the Debtors receive a Bid prior to the respective Final Bid Deadline (as defined below) that does not satisfy the requirements of a Qualified Bid, the Debtors, in consultation with the Committee, may (i) provide the Potential Bidder with the opportunity to remedy any deficiencies prior to an Auction, and (ii) in consultation with the Committee, waive certain requirements for good cause. A Stalking Horse Bidder (if any) shall be deemed to be a Qualified Bidder, a Stalking Horse Bid shall be deemed a Qualified Bid, and a Stalking Horse Bidder (if any) may participate in an Auction with respect to the Debtors' assets.

VIII. Final Bid Deadlines.

Binding Bids to acquire some or all of the Retail Platform Assets must be received (email being sufficient) by (a) the Debtors' counsel, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Tommy Scheffer (tommy.scheffer@kirkland.com); and 300 North LaSalle, Chicago, Illinois 60654, Attn.: Patrick J. Nash, Jr., P.C. (patrick.nash@kirkland.com), Ross M. Kwasteniet, P.C. (ross.kwasteniet@kirkland.com), Christopher S. Koenig (chris.koenig@kirkland.com), and Dan Latona (dan.latona@kirkland.com); (b) the Debtors' investment bank Centerview Partners LLC, 31 West 52nd Street, New York, New York 10019, Attn.: Marc Puntus (mpuntus@centerview.com), Ryan Kielty (rkielty@centerview.com), Sean Carmody (scarmody@centerview.com) and Seth Lloyd (slloyd@centerview.com); (c) counsel to the Committee of Unsecured Creditors, White & Case LLP, 111 South Wacker Drive Suite 5100, Chicago, Illinois 60606, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com) and 200 S. Biscayne Blvd, Miami FL 33131, Attn: Gregory Warren (gregory.warren@whitecase.com); and (d) the Committee's investment banker, Perella Weinberg Partners, LP, 767 Fifth Avenue, 5th Floor, New York, New York 10153, Attn: Kevin Cofsky (kcofsky@pwpartners.com) and Matthew Rahmani (mrahmani@pwpartners.com); so as to be **actually received no later than 4:00 p.m. (prevailing Eastern Time) on December 12, 2022 (the "Final Bid Deadline for Retail Platform Assets")**.

Binding Bids to acquire the Remaining Assets,⁷ must be received (email being sufficient) by (a) the Debtors' counsel, Kirkland & Ellis LLP, 601 Lexington Avenue, New York, New York 10022, Attn.: Joshua A. Sussberg, P.C. (joshua.sussberg@kirkland.com) and Tommy Scheffer (tommy.scheffer@kirkland.com); and 300 North LaSalle, Chicago, Illinois 60654, Attn.: Patrick J. Nash, Jr., P.C. (patrick.nash@kirkland.com), Ross M. Kwasteniet, P.C. (ross.kwasteniet@kirkland.com), Christopher S. Koenig (chris.koenig@kirkland.com), and Dan Latona (dan.latona@kirkland.com); (b) the Debtors' investment bank Centerview Partners LLC, 31 West 52nd Street, New York, New York 10019, Attn.: Marc Puntus (mpuntus@centerview.com), Ryan Kielty (rkielty@centerview.com), Sean Carmody (scarmody@centerview.com), and Seth Lloyd (slloyd@centerview.com); and (c) counsel to the Committee of Unsecured Creditors, White & Case LLP, 111 South Wacker Drive Suite 5100, Chicago, Illinois 60606, Attn: Gregory F. Pesce (gregory.pesce@whitecase.com) and 200 S. Biscayne Blvd, Miami FL 33131, Attn: Gregory Warren (gregory.warren@whitecase.com); and (d) the Committee's investment banker, Perella Weinberg Partners, LP, 767 Fifth Avenue, 5th Floor, New York, New York 10153, Attn: Kevin Cofsky (kcofsky@pwpartners.com) and Matthew Rahmani (mrahmani@pwpartners.com); so as to be **actually received no later than 4:00 p.m. (prevailing Eastern Time) on December 12, 2022 (the "Final Bid Deadline for Remaining Assets.")**⁸

IX. Evaluation of Qualified Bids.

Prior to an Auction (if held) the Debtors, the Committee, and their advisors will evaluate Qualified Bids, and the Debtors will identify the Qualified Bid(s) that is, in the Debtors' reasonable business judgment after consultation with the Committee, the highest or otherwise best Bid (the "Starting Bid"). In the event a Stalking Horse Bidder is selected, the Starting Bid shall include the amount provided for in the Stalking Horse Bid, *plus* the amount of the bid protections (if any), *plus* either \$500,000 or such other amount as determined by the Debtors in consultation with the Committee. In addition, prior to the selection of the Successful Bidder, the Debtors may, in the Debtors' reasonable business judgment, in consultation with the Committee, engage in negotiations with bidders with respect to their Bids. For the avoidance of doubt, the Debtors, in consultation with the Committee, may select more than one Qualified Bid to collectively serve as the Starting Bid in an Auction (if held) if each such Qualified Bid contemplates the purchase of different assets. In conducting the evaluation of the Qualified Bids, the Debtors and the Committee will take into consideration the following non-exclusive factors:

- a. the amount of the Purchase Price of the Qualified Bid;
- b. the value to be provided to the Debtors under the Bid, including the net economic effect upon the Debtors' estates, taking into account any Stalking Horse Bidder's rights to any Bid Protections;

⁷ The binding Bid may seek to acquire any Retail Platform Assets not sold pursuant to a Sale Order as part of its Bid to acquire the Remaining Assets.

⁸ Both the Final Bid Deadline for Retail Platform Assets and the Final Bid Deadline for Remaining Assets are each referred to herein as a "Final Bid Deadline."

- c. the proposed changes or modifications to the form purchase agreement delivered in connection with such Qualified Bid and the comparative favorability of the terms set forth in such proposed purchase agreement versus any Stalking Horse Agreements, to the extent applicable;
- d. the Assets and liabilities included or excluded from the Qualified Bid and any executory contracts or leases or other liabilities proposed to be assumed;
- e. any benefit to the Debtors' bankruptcy estates from any assumption of liabilities or waiver of liabilities;
- f. the certainty of a Qualified Bid leading to a confirmed plan (whether the Plan or some other plan);
- g. the transaction structure and execution risk, including conditions to, timing of, and certainty of closing; termination provisions; availability of financing and financial wherewithal to meet all commitments; and required governmental or other approvals; and
- h. any other factors the Debtors may, consistent with their fiduciary duties, reasonably deem relevant.

Within 24 hours of the determination of the Starting Bid, but in no event later than 24 hours before an Auction, the Debtors will (1) notify any Stalking Horse Bidder(s) as to which Qualified Bid is the Starting Bid and (2) distribute a copy of the Starting Bid to each Qualified Bidder who has submitted a Qualified Bid.

Within 24 hours after the Final Bid Deadline, but in no event later than 24 hours before the start of the Auction (if any), the Debtors shall provide the identities of any Qualified Bidders on a confidential basis to (1) counsel to the Office of the Attorney General for the State of Texas, (2) counsel to the National Association of Attorneys General, and (3) counsel to the Vermont Department of Financial Regulation.

If any Bid is determined by the Debtors, after consultation with the Committee, not to be a Qualified Bid, the Debtors will refund such Qualified Bidder's Good Faith Deposit within five business days after the Final Bid Deadline.

X. No Qualified Bids.

If no Qualified Bids other than a Stalking Horse Bid (if applicable) are received by the applicable Final Bid Deadline, then the Debtors may cancel the applicable Auction and may decide, in the Debtors' reasonable business judgment, with the consent of the Committee (such consent not to be unreasonably withheld), to designate a Stalking Horse Bid as the Successful Bid and pursue entry of a Sale Order approving a Sale of the respective Assets to the Stalking Horse Bidder pursuant to the Stalking Horse Agreement. The Debtors shall promptly file notice of cancellation of any Auction and designation of the Stalking Horse Bid as the Successful Bid with the Bankruptcy Court.

XI. Auction.

If one or more Qualified Bids are received by the respective Final Bid Deadline with respect to the applicable Assets, then the Debtors shall conduct an Auction with respect to such Assets. An Auction for the Retail Platform Assets shall commence on **December 15, 2022 at 10:00 a.m. (prevailing Eastern Time)**. An Auction for the Remaining Assets shall commence on **December 15, 2022 at 10:00 a.m. (prevailing Eastern Time)**. Auctions will be conducted at such times via remote video, or such later time or other place as the Debtors determine, in consultation with the Committee, in which case the Debtors shall timely notify all Qualified Bidders of such later time or other place, and file a notice of the change on the Court's docket for these chapter 11 cases.

Any Auction will be conducted in accordance with the following procedures (the "Auction Procedures"):

- a. except as otherwise provided herein, an Auction will be conducted openly;
- b. only Qualified Bidders, including any Stalking Horse Bidders (if any), shall be entitled to bid at an Auction;
- c. the Qualified Bidders, including any Stalking Horse Bidders (if any), shall appear at an Auction via remote video or through duly authorized representatives via remote video at an Auction;
- d. only the following parties shall be permitted to attend an Auction: the U.S. Trustee, the Examiner, and any consumer privacy ombudsman appointed pursuant to section 332 of the Bankruptcy Code in these chapter 11 cases (each of the foregoing on a listen-only basis); authorized representatives of each of the Qualified Bidders (including any Stalking Horse Bidders), the Debtors and their respective advisors, the Committee and their respective advisors, and any other creditor party who makes a written request upon the Debtors to attend an Auction; *provided* that such request shall be actually received by the Debtors' counsel no later than 24 hours prior to the commencement of an Auction; *provided, further* that the Debtors reserve the right to retract their permission at any point during an Auction if such creditor party does not act in good faith and in orderly fashion during an Auction;
- e. Bids at an Auction, including any Bids by any Stalking Horse Bidder (if any), must be made in minimum increments of \$500,000 (or such other amount as the Debtors may determine after consultation with the Committee) of additional value (including after payment of the Bid Protections to any Stalking Horse Bidders, if applicable);
- f. each Qualified Bidder will be permitted a reasonable time to respond to previous bids at an Auction, as determined by the Debtors, in consultation with the Committee;
- g. the bidding will be transcribed or recorded to ensure an accurate recording of the bidding at an Auction;

- h. no Qualified Bidder (or its representatives) may communicate with one another, collude, or otherwise coordinate for purposes of participating in an Auction, and each Qualified Bidder will be required to confirm on the record of an Auction that (i) it has not engaged in any collusion, coordination, or unfair competitive practices with respect to the bidding or the Sale and (ii) its Bid represents an irrevocable, binding, good faith, and bona fide offer to purchase some or all of the Assets identified in such Bid if such Bid is selected as the Successful Bid or the Backup Bid (each as defined herein); *provided, however*, that two or more Qualified Bidders may coordinate to the extent they wish to provide a combined bid if the Debtors approve such coordination in their reasonable discretion, in consultation with the Committee;
- i. an Auction will not close unless and until all Qualified Bidders have been given a reasonable opportunity to submit an overbid at an Auction to the then prevailing highest Bid, subject to the Debtors' right, in consultation with the Committee, to require last and final Bids to be submitted on a "blind" basis;
- j. the Court and the Debtors will not consider bids made after an Auction has been closed;
- k. the Debtors reserve the right, in their reasonable business judgment, in consultation with the Committee, to adjourn an Auction one or more times to, among other things, (i) facilitate discussions between the Debtors and Qualified Bidders, (ii) allow Qualified Bidders to consider how they wish to proceed, and (iii) provide Qualified Bidders the opportunity to provide the Debtors with such additional evidence as the Debtors, in their reasonable business judgment, in consultation with the Committee, may require that the Qualified Bidder has sufficient internal resources or has received sufficient non-contingent debt and/or equity funding commitments to consummate the proposed transaction at the prevailing amount. In the event an Auction is adjourned, the Debtors shall promptly file a Notice with Court of such adjournment and include the date for the continued Auction; and
- l. an Auction will be governed by such other Auction Procedures as may be announced by the Debtors and their advisors following consultation with the Committee, from time to time on the record at an Auction; *provided* that such other Auction Procedures are (a) not inconsistent with the Bidding Procedures Order, these Bidding Procedures, the Bankruptcy Code, or any other order of the Court, (b) disclosed orally or in writing to all Qualified Bidders, and (c) reasonably determined by the Debtors to further the goal of attaining the highest or otherwise best offer for the assets, as applicable.

For the avoidance of doubt, nothing in an Auction Procedures (if an Auction is held) will prevent the Debtors from exercising their respective fiduciary duties under applicable law (as reasonably determined in good faith by the Debtors, with notice to the Committee).

XII. Acceptance of the Successful Bid.

An Auction shall continue until only one Qualified Bid is the highest or otherwise best bid to purchase the respective Assets in the Debtors' reasonable business judgment, in a manner

consistent with the exercise of their fiduciary duties, after consultation with the Committee, and outlined below in further detail, (a “Successful Bid”), and that further bidding is unlikely to result in a different Successful Bid or Successful Bids that would be acceptable to the Debtors, at which point, an Auction will be closed. When determining the highest or otherwise best Qualified Bid, as compared to other Qualified Bids, the Debtors may consider the following factors in addition to any other factors that the Debtors deem appropriate: (a) the amount and nature of the total consideration; (b) the likelihood of the Qualified Bidder’s ability to close a transaction and the timing thereof; (c) the net economic effect of any changes to the value to be received by each of the Debtors’ estates from the transaction contemplated by the Bid documents; and (d) the tax consequences of such Qualified Bid.

Any Qualified Bidder that submits a Successful Bid will be deemed a “Successful Bidder” with respect to the applicable Assets. The Debtors shall file a notice setting forth the results of an Auction (if any) and identify any Successful Bidder with the Court at least three business days prior to the respective sale hearing (each sale hearing, a “Sale Hearing”) and shall seek Bankruptcy Court approval to enter into a binding purchase agreement with the Successful Bidder on the terms of the Successful Bid (the order approving such entry, the “Sale Order”). For the avoidance of doubt, a Sale Order shall deem the Debtors’ selection of the Successful Bid final and, subject to the designation of the Backup Bid (defined below), the Debtors shall not solicit or accept any further bids or offers to submit a bid after such selection for the respective Assets; *provided* that notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures shall require the board of directors, board of managers, or such similar governing body of any Debtor to take or refrain from taking any action that would be inconsistent with applicable law or its fiduciary obligations under applicable law.

The Debtors shall, subject to the Committee’s consent (such consent shall not be unreasonably withheld) seek to sell the Retail Platform Assets at the Sale Hearing for the Retail Platform Assets. If any of the Retail Platform Assets are sold at such Sale Hearing, they will no longer be considered part of the Remaining Assets subject to a future Sale and must be removed from any pending Bid for the Remaining Assets.

Within one business day of the selection of the Successful Bidder, such Successful Bidder shall make a cash deposit that, when aggregated with its Good Faith Deposit, is in an amount equal to ten percent of the Successful Bid, submitted by wire transfer of immediately available funds to an escrow account to be identified and established by the Debtors pursuant to a customary and reasonable escrow agreement. Each Successful Bidder and the Debtors shall, as soon as commercially reasonable and practicable, complete and sign all agreements, contracts, instruments, or other documents evidencing and containing the terms upon which each such Successful Bid was made.

XIII. Designation of Backup Bidder.

The Qualified Bidder with the second highest or otherwise best bid or combination of bids (the “Backup Bid”) to purchase any or all of the applicable Assets (the “Backup Bidder”) will be determined by the Debtors, in consultation with the Committee, at the conclusion of an Auction and will be announced at that time to all the Qualified Bidders participating in an Auction. If for any reason a Successful Bidder fails to consummate the purchase of such Assets within the time

permitted after the entry of the Sale Order, then the Backup Bidder will automatically be deemed to have submitted the Successful Bid for such Assets, and the Backup Bidder shall be deemed a Successful Bidder for such Assets and shall be required to consummate any Sale with the Debtors as soon as is commercially practicable without further order of the Court; *provided* that the Debtors shall file a notice with the Court that such Backup Bidder has been deemed the Successful Bidder. The Backup Bidder shall be required to keep its Backup Bid open and irrevocable until the closing of the transaction with the applicable Successful Bidder. The Backup Bidder's Good Faith Deposit shall be held in escrow until the closing of the transaction with the applicable Successful Bidder.

XIV. Approval of Sale.

The Debtors will present the results of an Auction (if any) to the Court for approval at the Sale Hearing, at which certain findings will be sought from the Court regarding the respective Auction, including, among other things, that: (a) an Auction was conducted, and the Successful Bidder was selected, in accordance with the Bidding Procedures; (b) an Auction was fair in substance and procedure; (c) the Successful Bid was a Qualified Bid as defined in the Bidding Procedures; and (d) consummation of any Sale as contemplated by the Successful Bid in an Auction will provide the highest or otherwise best offer for the Debtors and the Debtors' respective Assets, and is in the best interests of the Debtors and their estates.

If the Debtors timely file a Notice of Auction for Sale of Retail Platform Assets, then a Sale Hearing for the Retail Platform Assets will be scheduled to commence on **December 22, 2022 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, before the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York.

The Sale Hearing for the Remaining Assets is presently scheduled to commence on **December 22, 2022 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, before the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York

XV. Return of Good Faith Deposit.

The Good Faith Deposit of a Successful Bidder shall, upon consummation of any Sale, be credited to the purchase price paid for the applicable Assets. If a Successful Bidder fails to consummate any Sale, then the Good Faith Deposit shall be forfeited to, and retained irrevocably by, the Debtors, and all parties in interest, and the Debtors specifically, reserve the right to seek all available damages from the defaulting Successful Bidder.

The Good Faith Deposit of any Qualified Bidders that are not Successful Bidders or Backup Bidders will be returned within five business days after the respective Auction or upon the permanent withdrawal of the proposed Sale, and the Good Faith Deposit of any Backup Bidders will be returned within five business days after the consummation of any Sale or upon the permanent withdrawal of the proposed Sale.

XVI. Reservation of Rights.

The Debtors, in consultation with the Committee, reserve their rights to modify these Bidding Procedures in their reasonable business judgment in a manner consistent with the exercise of their fiduciary duties, and in any manner that will best promote the goals of the bidding process, or impose, at or before an Auction, additional customary terms and conditions on a Sale, including, without limitation: (a) amending or extending the deadlines set forth in these Bidding Procedures related to any of the Assets, including those specifically associated with the sale of the Retail Platform Assets, (b) determining whether to sell the Retail Platform Assets separately or collectively with other Assets; (c) adjourning an Auction; (d) adding procedural rules that are reasonably necessary or advisable under the circumstances for conducting an Auction; (e) canceling an Auction; (f) rejecting any or all Bids or Qualified Bids; and (g) adjusting the applicable minimum overbid increment, including by requesting that Qualified Bidders submit last or final bids on a “blind” basis. For the avoidance of doubt, the Debtors reserve the right, with consent from the Committee, at any point prior to the selection of a Successful Bidder to terminate the Sale processes contemplated hereunder with respect to any or all of the Debtors’ Assets and seek to sell any or all assets pursuant to section 363(b) of the Bankruptcy Code.

XVII. Consent to Jurisdiction.

All Qualified Bidders at an Auction will be deemed to have consented to the core jurisdiction of the Bankruptcy Court and waived any right to a jury trial in connection with any disputes relating to a Sale, the respective Auction and the construction and enforcement of these Bidding Procedures, or any written indications of interest, Preliminary Bid Documents, or the Bid documents, as applicable, and consented to the entry of a final order or judgment in any way related to these Bidding Procedures, the bid process, an Auction, the Sale Hearing, or the construction and enforcement of any agreement or any other document relating to a Sale if it is determined that the Bankruptcy Court would lack Article III jurisdiction to enter such a final order or judgment absent the consent of the parties.

Any parties raising a dispute relating to these Bidding Procedures must request that such dispute be heard by the Bankruptcy Court on an expedited basis.

XVIII. Fiduciary Out.

Notwithstanding anything to the contrary in these Bidding Procedures, nothing in these Bidding Procedures or the Bidding Procedures Order shall require a Debtor or the board of directors, board of managers, or similar governing body of a Debtor, after consulting with counsel, to take any action or to refrain from taking any action related to any Sale to the extent taking or failing to take such action would be inconsistent with applicable law or its fiduciary obligations under applicable law; *provided* that the Debtors shall consult with the Committee promptly after exercising any fiduciary out in accordance with these Bidding Procedures, and nothing in this Section XVIII shall modify or supersede any consultation or consent rights of the Committee set forth in these Bidding Procedures or the Bidding Procedures Order.

Furthermore, notwithstanding anything to the contrary in these Bidding Procedures, through the date of an Auction, nothing in these Bidding Procedures or the Bidding Procedures

Order shall diminish the right of the Debtors and their respective directors, officers, employees, investment bankers, attorneys, accountants, consultants, and other advisors or representatives to: (a) consider, respond to, and facilitate alternate proposals for sales or other restructuring transactions involving any or all of the Debtors' Assets (each an "Alternate Proposal"); (b) provide access to non-public information concerning the Debtors to any entity or enter into confidentiality agreements or nondisclosure agreements with any entity; (c) maintain or continue discussions or negotiations with respect to Alternate Proposals; (d) otherwise cooperate with, assist, participate in, or facilitate any inquiries, proposals, discussions, or negotiation of Alternate Proposals; and (e) enter into or continue discussions or negotiations with holders of claims against or equity interests in a Debtor or any other party in interest in these chapter 11 cases (including the Committee and the United States Trustee), or any other entity regarding Alternate Proposals. The Debtors shall promptly distribute any Alternate Proposal (and any response thereto) to the Committee.

Exhibit C

**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10964 (MG)
)
) (Jointly Administered)
)

**NOTICE OF AUCTION FOR THE POTENTIAL
SALE OF CERTAIN OF THE DEBTORS' ASSETS FREE AND
CLEAR OF ANY AND ALL CLAIMS, INTERESTS, AND ENCUMBRANCES**

PLEASE TAKE NOTICE that the above-captioned debtors and debtors in possession (collectively, the “Debtors”) are soliciting offers for the purchase of certain of the Debtors’ assets and assumption of certain liabilities of the Debtors consistent with the bidding procedures (the “Bidding Procedures”) ² approved by the United States Bankruptcy Court for the Southern District of New York (the “Court”) by entry of an order on November 2, 2022 [Docket No. 1272] (the “Bidding Procedures Order”). **All interested bidders should carefully read the Bidding Procedures and Bidding Procedures Order.** To the extent that there are any inconsistencies between this notice and the Bidding Procedures or the Bidding Procedures Order, the Bidding Procedures or the Bidding Procedures Order, as applicable, shall govern in all respects.

Copies of the Bidding Procedures Order or other documents related thereto are available upon request to Stretto, Inc. by calling (855) 423-1530 (Domestic) or (949) 669-5873 (International) or visiting the Debtors’ restructuring website at (<https://cases.stretto.com/celsius>).

PLEASE TAKE FURTHER NOTICE that the Initial Bid Deadline is **November 21, 2022, at 4:00 p.m. (prevailing Eastern Time)**, and that any person or entity interested in purchasing some or all of the Retail Platform Assets must comply with the requirements set forth in the Bidding Procedures

PLEASE TAKE FURTHER NOTICE that the Final Bid Deadline for some or all of the Retail Platform Assets is **December 12, 2022 at 4:00 p.m. (prevailing Eastern Time)**, and that

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

² Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Bidding Procedures Order or the Bidding Procedures, as applicable.

any person or entity that wishes to participate in an Auction for the Retail Platform Assets must comply with the participation requirements, bid requirements, and other requirements set forth in the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that, the Debtors may conduct an Auction for the Retail Platform Assets, at which time they will consider proposals submitted to the Debtors and their professionals, by and pursuant to the Bidding Procedures as set forth in the Bidding Procedures Order, on **December 15, 2022 at 10:00 a.m. (prevailing Eastern Time)**, via remote video.

PLEASE TAKE FURTHER NOTICE that, the Debtors expect to seek approval of the Sale (if any) of some or all of the Retail Lending Assets at the Sale Hearing, which is presently scheduled to commence on **December 22, 2022 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, before the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York.

PLEASE TAKE FURTHER NOTICE that the Final Bid Deadline for the Remaining Assets is **December 12, 2022 at 4:00 p.m. (prevailing Eastern Time)**, and that any person or entity that wishes to participate in an Auction must comply with the participation requirements, bid requirements, and other requirements set forth in the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that the Debtors may conduct an Auction for the Remaining Assets, at which time they will consider proposals submitted to the Debtors and their professionals, by and pursuant to the Bidding Procedures as set forth in the Bidding Procedures Order, on **December 15, 2022 at 10:00 a.m. (prevailing Eastern Time)**, via remote video or such other means.

PLEASE TAKE FURTHER NOTICE that the Debtors expect to seek approval of the Sale (if any) of the Remaining Assets at the Sale Hearing, which is presently scheduled to commence on **December 22, 2022 at 10:00 a.m. (prevailing Eastern Time)**, or as soon thereafter as counsel may be heard, before the Honorable Martin Glenn, United States Bankruptcy Court for the Southern District of New York

PLEASE TAKE FURTHER NOTICE that, except as otherwise set forth in the Bidding Procedures Order with respect to objections to proposed cure amounts or the assumption and assignment of Assigned Contracts, objections, if any, to a proposed Sale **must**: (a) be in writing; (b) conform to the applicable provisions of the Bankruptcy Rules and the Local Rules; (c) state with particularity the legal and factual basis for the objection and the specific grounds therefor; and (d) be filed with the Court by **December 19, 2022 at 4:00 p.m. (prevailing Eastern Time)**.

CONSEQUENCES OF FAILING TO TIMELY MAKE AN OBJECTION

ANY PARTY OR ENTITY THAT FAILS TO TIMELY MAKE AN OBJECTION TO A SALE ON OR BEFORE THE SALE OBJECTION DEADLINE IN ACCORDANCE WITH THE BIDDING PROCEDURES ORDER SHALL BE FOREVER BARRED FROM ASSERTING ANY OBJECTION TO SUCH SALE, INCLUDING WITH RESPECT TO THE TRANSFER OF THE SELLING DEBTORS' ASSETS FREE AND CLEAR OF ALL LIENS, CLAIMS, ENCUMBRANCES, AND OTHER INTERESTS, EXCEPT AS SET FORTH IN THE APPLICABLE PURCHASE AGREEMENT(S).

NO SUCCESSOR OR TRANSFeree LIABILITY

The Sale Order (if any) is expected to provide, among other things, that the Successful Bidder from the Sale will have no responsibility for, and the assets will be sold free and clear of, any successor liability, including the following:

To the greatest extent allowable by applicable law, the Successful Bidder shall not be deemed, as a result of any action taken in connection with the Stalking Horse Agreement (in the case where a Stalking Horse Bidder is the Successful Bidder) or a separate purchase agreement entered into with the Successful Bidder (if a Stalking Horse Bidder is not the Successful Bidder), the consummation of the Sale, or the transfer or operation of the assets, to (a) be a legal successor, or otherwise be deemed a successor to the Debtors (other than with respect to any obligations as an assignee under the Assigned Contracts arising after the Effective Date); (b) have, de facto or otherwise, merged with or into the Debtors; or (c) be an alter ego or mere continuation or substantial continuation of the Debtors, in the case of each of (a), (b), and (c), including, without limitation, within the meaning of any foreign, federal, state or local revenue law, pension law, the Employee Retirement Income Security Act, the Consolidated Omnibus Budget Reconciliation Act, the WARN Act (29 U.S.C. §§ 2101 et seq.), the Fair Labor Standard Act, Title VII of the Civil Rights Act of 1964 (as amended), the Age Discrimination and Employment Act of 1967 (as amended), the Federal Rehabilitation Act of 1973 (as amended), the National Labor Relations Act (29 U.S.C. § 151, et seq.), environmental liabilities, debts, claims or obligations, any liabilities, debts or obligations of or required to be paid by the Debtors for any taxes of any kind for any period, labor, employment, or other law, rule or regulation (including without limitation filing requirements under any such laws, rules or regulations), or under any products liability law or doctrine with respect to the Debtors' liability under such law, rule or regulation or doctrine. All rights of any party to set off any claims, debts or obligations owed by or to the Successful Bidder in connection with the assets shall be extinguished on the Effective Date pursuant to the Sale Order. Other than as expressly set forth in the Stalking Horse Agreement (or another Successful Bidder's purchase agreement, as applicable) with respect to Assumed Liabilities, the Successful Bidder shall not have any responsibility for (a) any liability or other obligation of the Debtors or related to the assets or (b) any claims (as such term is defined by section 101(5) of the Bankruptcy Code) against the Debtors or any of their predecessors or affiliates. To the greatest extent allowed by applicable law, the Successful Bidder shall have no liability whatsoever with respect to the Debtors' (or their predecessors' or affiliates') respective businesses or operations or any of the Debtors' (or their predecessors' or affiliates') obligations based, in whole or part, directly or indirectly, on any theory of successor or vicarious liability of any kind or character, or based upon any theory of antitrust, environmental, successor or transferee liability, de facto merger or substantial continuity, labor and employment or products liability, whether known or unknown as of the Effective Date, now existing or hereafter arising, asserted or unasserted, fixed or contingent, liquidated or unliquidated, including liabilities on account of any taxes arising, accruing or payable under, out of, in connection with, or in any way relating to the operation of the assets prior to the Effective Date. The Stalking Horse Bidder would not have entered into the Stalking Horse Agreement but for the foregoing protections against potential claims based upon "successor liability" theories.

PLEASE TAKE FURTHER NOTICE that the Debtors reserve the right, subject to the Bidding Procedures, in their reasonable business judgment and subject to the exercise of their fiduciary duties, to modify the Bidding Procedures and/or to terminate discussions with any Potential Bidders at any time, to the extent not materially inconsistent with the Bidding Procedures.

PLEASE TAKE FURTHER NOTICE that copies of the Bidding Procedures Motion, Bidding Procedures, and Bidding Procedures Order, as well as all related exhibits, are available: (a) free of charge upon request to Stretto, Inc. (the notice and claims agent retained in these chapter 11 cases) by (a) calling (855) 423-1530 (Domestic) or (949) 669-5873 (International); (b) visiting the Debtors' restructuring website at (<https://cases.stretto.com/Celsius>); or (c) for a fee via PACER by visiting (<https://www.deb.uscourts.gov/>).

[Remainder of page intentionally left blank]

New York, New York
Dated: November 7, 2022

/s/ Joshua A. Sussberg

KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP

Joshua A. Sussberg, P.C.
601 Lexington Avenue
New York, New York 10022
Telephone: (212) 446-4800
Facsimile: (212) 446-4900
Email: jsussberg@kirkland.com

- and -

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ross.kwasteniet@kirkland.com
chris.koenig@kirkland.com
dan.latona@kirkland.com

Counsel to the Debtors and Debtors in Possession

Exhibit D

**Exhibit D**

Served via First-Class Mail

NAME	ATTENTION	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
CELSIUS NETWORK LLC	ATTN: RON DEUTSCH	50 HARRISON ST	STE 209	HOBOKEN	NJ	07030-6087
OFFICE OF THE UNITED STATES TRUSTEE FOR THE SOUTHERN DISTRICT OF NEW YORK	ATTN: SHARA CORNELL, MARK BRUH, & BRIAN S. MATSUMOTO	1 BOWLING GRN	STE 534	NEW YORK	NY	10004-1459

Exhibit E

**Exhibit E**

Served via First-Class Mail

NAME	ADDRESS
AARON ABERNATHY	ON FILE
AARON JONES	ON FILE
AARON OLINGER	ON FILE
AARON PROFUMO	ON FILE
AARON RUMINSKI	ON FILE
AARON WALDEN	ON FILE
AARON WHITFIELD	ON FILE
ABDUL R SHAHEIN	ON FILE
ABHISHEK SINGH	ON FILE
ADAM BELTRAN	ON FILE
ADAM GLAUDE	ON FILE
ADAM GUTTADAURO	ON FILE
ADAM RENARD BURTON	ON FILE
ADAM RICHARDSON	ON FILE
ADAM ROCKWELL	ON FILE
ADAM SCIRETTA	ON FILE
ADAM STANSON	ON FILE
ADAM WOJCIECH KOBIELA	ON FILE
ADITYA GUNDA	ON FILE
ADRIANA ROSINI	ON FILE
AISLING MARIA TOOLAN	ON FILE
ALAN CRANSTON	ON FILE
ALAN DALEY	ON FILE
ALDO TORRES JARA	ON FILE
ALEIA SCHIFANO	ON FILE
ALEJANDRO FRANCISCO	ON FILE
ALEKSANDR PANIN	ON FILE
ALEX BERTMAN	ON FILE
ALEX COX	ON FILE
ALEX HALL	ON FILE
ALEX HANBURY	ON FILE
ALEX JANUZZI	ON FILE
ALEX MIRAGLIOTTA	ON FILE
ALEX PETRE	ON FILE
ALEX TAUBENHEIM	ON FILE
ALEX VICKERY	ON FILE
ALEXANDER AUSTRIACO	ON FILE
ALEXANDER GOODMAN	ON FILE
ALEXANDER GRANT GULSETH	ON FILE

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NAME	ADDRESS
ALEXANDER LEVY	ON FILE
ALEXANDER LITTELL	ON FILE
ALEXANDER MOORE	ON FILE
ALEXANDER MOSNICK	ON FILE
ALEXANDER NICHOLAS	ON FILE
ALEXANDER VAUGHN	ON FILE
ALEXANDER VOETS	ON FILE
ALEXANDRA TORRES	ON FILE
ALEXANDRIA HAYWOOD	ON FILE
ALEXIS LUONG	ON FILE
ALFRED KAYE	ON FILE
ALI ISMAIL	ON FILE
ALI LUQMAN	ON FILE
ALI MOHIUDDIN	ON FILE
ALICE KNAG	ON FILE
ALIREZA ESFAHANE	ON FILE
ALLAN DERIZE	ON FILE
AMIN BHOJANI	ON FILE
AMIR PATEL	ON FILE
ANAND ARAVINDAN	ON FILE
ANDRE PINHEIRO	ON FILE
ANDREW ANDRES MENDOZA HUGHES	ON FILE
ANDREW CENNAME	ON FILE
ANDREW CLEVELAND	ON FILE
ANDREW DAKAN	ON FILE
ANDREW GANSSLE	ON FILE
ANDREW GINN	ON FILE
ANDREW GOLDEN	ON FILE
ANDREW GOODMAN	ON FILE
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ANDREW HARRINGTON	ON FILE
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ANDREW HASKINS	ON FILE
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ANDREW HOPPER	ON FILE
ANDREW MCWILLIAMS	ON FILE
ANDREW ROBERTS	ON FILE
ANDREW STOKOLS	ON FILE
ANDREY TIKHONOV	ON FILE

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NAME	ADDRESS
ANDRU BLONQUIST	ON FILE
ANDY DIEP	ON FILE
ANDY RASICO	ON FILE
ANGELA SIMPSON	ON FILE
ANGELICA RODRIGUEZ	ON FILE
ANGELINA GUZMAN	ON FILE
ANGIE BIRDSELL	ON FILE
ANIA MITCHELL	ON FILE
ANNA DEAUX	ON FILE
ANNALESE ABREU	ON FILE
ANTHONY BALLERO	ON FILE
ANTHONY BORTOLAZZO	ON FILE
ANTHONY BRYANT	ON FILE
ANTHONY DEITA JR	ON FILE
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ANTHONY SHARP	ON FILE
ANTONIO FOX	ON FILE
ANXHELO MARA	ON FILE
APRIL COLSON	ON FILE
ARAVIND SUGUMAR	ON FILE
ARCADIO REYES	ON FILE
ARELI UBEDA	ON FILE
ARIANNA ESPINOSA	ON FILE
ARIANNA FIEDLER	ON FILE
ARMAN NADJAFI	ON FILE
ARTEMIO FIGUEROA	ON FILE
ARTHUR BURGER	ON FILE
ARTHUR TRIPLETTE	ON FILE
ARTURO VILLASENOR	ON FILE
ARVIND KROVVIDI	ON FILE
ASHTON DOTTERER	ON FILE
AUSTIN BERTRAM	ON FILE
AUSTIN CAMPBELL	ON FILE
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AUSTIN MCCULLOUGH	ON FILE
AUSTIN MCNULTY	ON FILE
AUSTIN SCOTT	ON FILE
AUSTIN SVERDRUP	ON FILE
AUSTIN VATERLAUS	ON FILE
AVEDIS AWANESIAN	ON FILE
AVERY WIETSCHNER	ON FILE
AYOKIITAN AKALA	ON FILE
BAHRAM KHOSRAVIANI	ON FILE
BAKISTA WAGNAC	ON FILE
BAN KIM	ON FILE
BARBARA BURKE	ON FILE
BARRY CASE	ON FILE
BARTHOLOMEW NATHANAEL INGALLINA	ON FILE
BASILIOS DIMITRELIAS	ON FILE
BEN ELLENBERG	ON FILE
BEN FAIRBEE	ON FILE
BEN WHETSTONE	ON FILE
BEN WORD	ON FILE
BENJAMIN CHAUSSEE	ON FILE
BENJAMIN DONALDSON	ON FILE
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BENJAMIN WOODRING	ON FILE
BETHANIE GOURLEY	ON FILE
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BILJANA GIBARAC	ON FILE
BOBBY BOWDEN	ON FILE
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BONNIE TOLAND	ON FILE
BRAD BARNETT	ON FILE
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BRADLEY CHASE	ON FILE
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BRANDAN GERBERS	ON FILE
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BRANDY JOSEPH	ON FILE
BRAXTON THOMPSON-PRICE	ON FILE
BRAYDOR DEUS RODRÍGUEZ	ON FILE
BREANE ANGIANO	ON FILE
BRECK JUDD	ON FILE
BREE JOHNSON	ON FILE
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BRENDEN PHILLIPS	ON FILE
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BRENT MORRIS	ON FILE
BRENTON BROWN	ON FILE
BRENTON STALCUP	ON FILE
BREONNA CLARK	ON FILE
BRETT SMITH	ON FILE
BRIAN BANNER	ON FILE
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BRIAN ESPERSON	ON FILE
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BRIAN EUTSLER	ON FILE
BRIAN EVANS	ON FILE
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BRIAN LORD	ON FILE
BRIAN REILLY	ON FILE
BRIAN RETHMAN	ON FILE
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BRIAN ROBERT TUNNING	ON FILE
BRIAN ROMERO	ON FILE
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BRIAN SCOTT	ON FILE

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BRIAN SCOTT COLBERT	ON FILE
BRIAN SHIH	ON FILE
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BRIAN SIEVEKING	ON FILE
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BRIAN SMITH	ON FILE
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BRIAN SUMNER	ON FILE
BRIAN THOMAS SLATER	ON FILE
BRIAN VANSLYKE	ON FILE
BRISA BOYER	ON FILE
BRITTANY MARINA BIANCHI	ON FILE
BRITTNEY GATTORNA	ON FILE
BROOKE FORTSON	ON FILE
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BROOKE MATSON	ON FILE
BRUNO MORETZSOHN	ON FILE
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BRYANT CRUM	ON FILE

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BRYANT GILLIGAN	ON FILE
BRYCE MARCUS ANDERSON	ON FILE
BRYCE MILLER	ON FILE
BRYN DAVIS	ON FILE
BRYN GAUTNEY	ON FILE
BRYNDON MINTER	ON FILE
BUCHI DIAI	ON FILE
BUCKLIN FOLEY	ON FILE
BUJAR AHMETI	ON FILE
BUMSOO LEE	ON FILE
CAESAR JACKSON	ON FILE
CAITLIN SYMMONDS	ON FILE
CAITLYNN CARTMILL	ON FILE
CALEB CRAIG	ON FILE
CALEB KUO	ON FILE
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CALEB MORRIS	ON FILE
CAMERON BARRETT	ON FILE
CAMERON BEACH	ON FILE
CAMERON CASTELLANOS	ON FILE
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CAMERON KEITH NICKOLS	ON FILE
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CAMERON NEACE	ON FILE
CAMERON OLEZENE	ON FILE
CARLOS CASARES	ON FILE
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CARLOS SCHULER	ON FILE
CARLOS SILVA	ON FILE
CARLOS SPINELLI JR	ON FILE
CARMINE RICCIOLI	ON FILE
CARSON VEST	ON FILE

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CARY TAYLOR	ON FILE
CASEY GOLDMAN	ON FILE
CASEY HAVILAND	ON FILE
CASEY HILL	ON FILE
CASEY JANDRO	ON FILE
CASEY JEPPESEN	ON FILE
CASEY LELLO	ON FILE
CASEY LEVI VENTERS	ON FILE
CASEY MILLER	ON FILE
CASEY PATRICK SALT	ON FILE
CASEY SIRIPHONE	ON FILE
CASEY SMITH	ON FILE
CASSIE PANTER	ON FILE
CATALINA LEYVA	ON FILE
CATHERINE ONG	ON FILE
CATHY SWOFFORD	ON FILE
CECILIA TRAN	ON FILE
CHAD WASSINK	ON FILE
CHAIM GLUCK	ON FILE
CHAKRADHAR VANGETI	ON FILE
CHANDLER ALLEN	ON FILE
CHANDLER FORTUNE	ON FILE
CHANDLER KLAMM	ON FILE
CHANDLER SPENCE	ON FILE
CHANDLER WILSON	ON FILE
CHANO MARTINEZ	ON FILE
CHAO LI	ON FILE
CHARLES HAUGABOOK	ON FILE
CHARLES MCCUE	ON FILE
CHARLES MCGUIRE	ON FILE
CHARLES MCSPADDEN	ON FILE
CHARLES MELVIN SHANNON	ON FILE
CHARLES NULL	ON FILE
CHARLES PANAGOPOULOS	ON FILE
CHARLES RUMMEL	ON FILE
CHARLES SOLOMON COHEN	ON FILE
CHARMI SOLANKI	ON FILE
CHASE BURGE	ON FILE
CHECK KAM	ON FILE

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NAME	ADDRESS
CHEHSIU CHEN	ON FILE
CHELSEA HOLLENSBE	ON FILE
CHERRY LIU	ON FILE
CHERYL PURCELL	ON FILE
CHIEN CHIN CHEN	ON FILE
CHINEDU OBOWU	ON FILE
CHRIS CONNELL	ON FILE
CHRIS COX	ON FILE
CHRIS DAWSON	ON FILE
CHRIS DEBLASIO	ON FILE
CHRIS FETNER	ON FILE
CHRIS MARTIN	ON FILE
CHRIS MCHALE	ON FILE
CHRIS RAKERS	ON FILE
CHRISTIAN MICHAEL PRINTY	ON FILE
CHRISTIAN ONA	ON FILE
CHRISTIAN OVALLE	ON FILE
CHRISTIAN PEREZ	ON FILE
CHRISTIAN SCHULTZ	ON FILE
CHRISTIAN WALTERS	ON FILE
CHRISTINA ESQUIBEL	ON FILE
CHRISTINA GORAL	ON FILE
CHRISTINA LIU	ON FILE
CHRISTINA MARCHITTI	ON FILE
CHRISTOPHER AGUILO	ON FILE
CHRISTOPHER ALLEN	ON FILE
CHRISTOPHER ALMONTE	ON FILE
CHRISTOPHER AZZARELLO	ON FILE
CHRISTOPHER BARLOG	ON FILE
CHRISTOPHER BECHLER	ON FILE
CHRISTOPHER CORNELIER	ON FILE
CHRISTOPHER CORNING	ON FILE
CHRISTOPHER CURTIN	ON FILE
CHRISTOPHER DEAN WIGGINS	ON FILE
CHRISTOPHER FRITZ	ON FILE
CHRISTOPHER JANNES	ON FILE
CHRISTOPHER KNIGHT	ON FILE
CHRISTOPHER KOLB	ON FILE
CHRISTOPHER KUZMAN	ON FILE

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NAME	ADDRESS
CHRISTOPHER LOWE	ON FILE
CHRISTOPHER MANLEY	ON FILE
CHRISTOPHER MORGAN-WILSON	ON FILE
CHRISTOPHER STAPLES	ON FILE
CHRISTOPHER SUKOVICH	ON FILE
CHRISTOPHER VO	ON FILE
CHRISTOPHER VONTUNGELN	ON FILE
CHRISTOPHER WESTFIELD	ON FILE
CIPRIAN JACKSON	ON FILE
CLARK LANDIS	ON FILE
COBY SHIRAZI	ON FILE
CODY BARTMAN	ON FILE
CODY DALLAVALLE	ON FILE
CODY FUNDERBURK	ON FILE
CODY JOHNSON	ON FILE
CODY KITTLESON	ON FILE
CODY MATOUSEK	ON FILE
CODY SELLS	ON FILE
CODY WEAKLAND	ON FILE
CODY WILSON	ON FILE
CODY WOODLAND	ON FILE
CODY WOODWARD	ON FILE
CODY WRIGHT	ON FILE
COLIN HESTER	ON FILE
COLLIN BOLTZ	ON FILE
CONNEL WILLIAM PARSONS	ON FILE
CONNOR DEMORE	ON FILE
CONNOR GARLAND	ON FILE
CONNOR GOODALE	ON FILE
CONNOR HANSEN	ON FILE
CONNOR MCLEOD	ON FILE
CONNOR STEPHENS	ON FILE
CONNOR WALSH	ON FILE
CONOR P CAREY	ON FILE
CONOR PANDL	ON FILE
CONRAD TRUCHLY	ON FILE
COOPER RIBB	ON FILE
CORBIN LYNN	ON FILE
CORBIN WEIGEL	ON FILE

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NAME	ADDRESS
COREY BERRIER	ON FILE
COREY JOHNSON	ON FILE
COREY WILSON	ON FILE
CORY TOLAR	ON FILE
CRAIG ERWIN	ON FILE
CRAIG HISSONG	ON FILE
CRAIG WALKER	ON FILE
CURTIS BATHURST	ON FILE
CURTIS STAUFFER	ON FILE
CYNTHIA PAN	ON FILE
CYRUS WILKES	ON FILE
DAIN MCGILL	ON FILE
DAISUKE SUZUKI	ON FILE
DALE CARLE	ON FILE
DALE CURTIS	ON FILE
DALE HYMES	ON FILE
DALE JONES	ON FILE
DALE JUMPP	ON FILE
DALE MONTGOMERY	ON FILE
DALE PAYNE	ON FILE
DALE RAY WOLF	ON FILE
DALE SHEEDY	ON FILE
DALE WILLIAM DEXTER	ON FILE
DAN ADER	ON FILE
DAN CHRISTIAN AQUINO	ON FILE
DAN DANCIGER	ON FILE
DAN DOMANSKI	ON FILE
DAN MEADORS	ON FILE
DAN WOODS	ON FILE
DAN Y WU	ON FILE
DANA ALLEN	ON FILE
DANETTE STAGGS	ON FILE
DANIEL DAVIS	ON FILE
DANIEL DEGHI	ON FILE
DANIEL DEMOSS	ON FILE
DANIEL DERWISH GASTELUM	ON FILE
DANIEL DEYOUNG	ON FILE
DANIEL GARRETT	ON FILE
DANIEL GORSHE	ON FILE

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NAME	ADDRESS
DANIEL HOUCK	ON FILE
DANIEL JAMES VAN DEN BERG	ON FILE
DANIEL JOHANNED	ON FILE
DANIEL JOHNSON	ON FILE
DANIEL LOFY	ON FILE
DANIEL NASON	ON FILE
DANIEL OSBORNE	ON FILE
DANIEL PERALTA	ON FILE
DANIEL REARDON	ON FILE
DANIEL SANTANA VEGA	ON FILE
DANIEL SARGIS	ON FILE
DANIEL SIEVERS	ON FILE
DANIEL STEVEN FLORES	ON FILE
DANIEL STREELMAN	ON FILE
DANIEL SULLIVAN	ON FILE
DANIEL SUNG	ON FILE
DANIEL TCHIPROUT	ON FILE
DANIEL THOMAS	ON FILE
DANIEL TISMAL	ON FILE
DANIEL TOMPKINS	ON FILE
DANIEL TORGERSON	ON FILE
DANIEL TRUONG	ON FILE
DANIEL UFFLEMAN	ON FILE
DANIEL ULLRICH	ON FILE
DANIEL URMAN	ON FILE
DANIEL UTLEY	ON FILE
DANIEL VALENCIA	ON FILE
DANIEL VARGAS	ON FILE
DANIEL VAZQUEZ	ON FILE
DANIEL VIDAL	ON FILE
DANIEL VINCI	ON FILE
DANIEL VITALE	ON FILE
DANIEL WALLMAN	ON FILE
DANIEL WALSH	ON FILE
DANIEL WARNER	ON FILE
DANIEL WASHINGTON	ON FILE
DANIEL WASSMAN	ON FILE
DANIEL WEBSTER	ON FILE
DANIEL WEINBERG	ON FILE

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NAME	ADDRESS
DANIEL WELLBORN	ON FILE
DANIEL WHITTINGSLOW	ON FILE
DANIEL WIRLEY	ON FILE
DANIEL WORTMAN	ON FILE
DANIEL WRIGHT	ON FILE
DANIEL YANG	ON FILE
DANIEL YEOMANS	ON FILE
DANIEL YOO	ON FILE
DANIEL ZAMORA	ON FILE
DARA FINCH	ON FILE
DARIAUS PHILSON	ON FILE
DARIN ELEZOVIC	ON FILE
DARRYL ANDERSON	ON FILE
DARSON GRANTHAM	ON FILE
DAT NGUYEN	ON FILE
DAVID ADALAT	ON FILE
DAVID AGUDELO-FRANKEL	ON FILE
DAVID ALBRIGHT	ON FILE
DAVID AMUNEKE	ON FILE
DAVID B FONTAINE	ON FILE
DAVID BARTLETT	ON FILE
DAVID BEARDEN	ON FILE
DAVID BOWERS	ON FILE
DAVID CHRISTIAN	ON FILE
DAVID COLMENARES	ON FILE
DAVID DAVIES	ON FILE
DAVID DEKKER	ON FILE
DAVID DETTMANN	ON FILE
DAVID EDWARDS-SCHOFIELD	ON FILE
DAVID FASANO	ON FILE
DAVID GAPP	ON FILE
DAVID GEORGIYEV	ON FILE
DAVID HUDSON	ON FILE
DAVID HUTCHESON	ON FILE
DAVID JOSHUA GOATES	ON FILE
DAVID KING	ON FILE
DAVID LATSHAW	ON FILE
DAVID LEE	ON FILE
DAVID LEE ELLIOT WARTH	ON FILE

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NAME	ADDRESS
DAVID LIEBETREU	ON FILE
DAVID LYNCH	ON FILE
DAVID MARQUESS	ON FILE
DAVID MEIER	ON FILE
DAVID MINSKY	ON FILE
DAVID MURPHY	ON FILE
DAVID NEWBOLD	ON FILE
DAVID POST	ON FILE
DAVID RANGEL	ON FILE
DAVID ROMANO	ON FILE
DAVID SHEN	ON FILE
DAVID SHOFFNER	ON FILE
DAVID VINCENT	ON FILE
DAVID ZARWELL	ON FILE
DAVINDER SINGH	ON FILE
DEANNA MARTINEZ	ON FILE
DEBORAH HURLEY	ON FILE
DECLAN JONES	ON FILE
DENA DICKINSON	ON FILE
DENIS KOHL	ON FILE
DENIZ OZGOREN	ON FILE
DENNIS BRYANT	ON FILE
DENNIS DEMPSEY	ON FILE
DENNIS HEALY	ON FILE
DENNIS MAFFEI	ON FILE
DEREK BEDE	ON FILE
DEREK DRUSSA	ON FILE
DEREK SCHULTE	ON FILE
DERRICK DICKERSON	ON FILE
DERRICK ESKRA	ON FILE
DERRICK LEONE	ON FILE
DESHAUN NICHOLS	ON FILE
DEVER CARRISON	ON FILE
DEVIN MOIS	ON FILE
DEVON SABSHIN	ON FILE
DEXTER DEAN BETTS	ON FILE
DHRUV VYAS	ON FILE
DHRUVALKUMAR PATEL	ON FILE
DIANA LEE	ON FILE

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NAME	ADDRESS
DIEGO TORRES	ON FILE
DILLON YOUNG	ON FILE
DIMARCO IBARRA	ON FILE
DOMINIC ALLAN MARKS	ON FILE
DONOVAN MYERS	ON FILE
DONTE HARRIS-SMITH	ON FILE
DOUGLAS BRADY	ON FILE
DOUGLAS GRAHAM	ON FILE
DOUGLAS HALLOCK	ON FILE
DOUGLAS JACKSON	ON FILE
DOUGLAS MEYER	ON FILE
DRAKE DONOVAN	ON FILE
DREW KENYON	ON FILE
DUC DONG	ON FILE
DULUXAN SRITHARAN	ON FILE
DUSTIN CARTER	ON FILE
DUSTIN MADIGAN	ON FILE
DUSTIN WANG	ON FILE
DWAYNE GRAVES	ON FILE
DYLAN BLISS	ON FILE
DYLAN MACCARONE	ON FILE
EARL SO	ON FILE
EDDY LOPEZ	ON FILE
EDGARDO REYES	ON FILE
EDNA CEBALLOS	ON FILE
EDWARD HAYNIE	ON FILE
EDWARD ORLOWSKI	ON FILE
EDWARD SILVA	ON FILE
EDWIN FASTNACHT	ON FILE
EDWIN TREJO	ON FILE
EDWIN TSAY	ON FILE
EDYMARIAM CASTILLO	ON FILE
EDYTA KAPUSTA	ON FILE
ELENA GONCHAROVA	ON FILE
ELEXIS MENDOZA	ON FILE
ELIEZER KARPOVSKI	ON FILE
ELIZABETH ABRAMS	ON FILE
ELIZABETH KUKKA	ON FILE
ELIZABETH NUNGARAY	ON FILE

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NAME	ADDRESS
ELLIOT YOUNG	ON FILE
ELLISON BAY	ON FILE
EMILIE COSTIKYAN	ON FILE
EMILIO GABRIELE SISON	ON FILE
EMMA KRANTZ	ON FILE
EMMA WEBER	ON FILE
EMMANUEL CELESTIN	ON FILE
ENRIQUE SATURNO	ON FILE
ERIC AMAKER	ON FILE
ERIC BASAPPA	ON FILE
ERIC CHAI	ON FILE
ERIC D SEPULVEDA	ON FILE
ERIC DELEON	ON FILE
ERIC DUDLEY	ON FILE
ERIC JANSEN	ON FILE
ERIC KESSEL	ON FILE
ERIC KING	ON FILE
ERIC LEDEZMA	ON FILE
ERIC MATHEWS	ON FILE
ERIC MONROE	ON FILE
ERIC MORALES	ON FILE
ERIC SHANKS	ON FILE
ERIC TYRONE RAYMOND	ON FILE
ERIC WINECOFF	ON FILE
ERICA TSAI	ON FILE
ERICH KEMPER	ON FILE
ERICH STRAHM	ON FILE
ERICK SCHULZ	ON FILE
ERIN CATHERINE PISIAK	ON FILE
ERIN LEFEVRE	ON FILE
ERNEST LOWELL III MARTIN	ON FILE
ERNEST SMITH	ON FILE
ESTEVAN SANCHEZ	ON FILE
ETHAN CARROLL	ON FILE
ETHAN CELIO	ON FILE
ETHAN GERRITS	ON FILE
ETHAN WHITE	ON FILE
EVA HOYUEN	ON FILE
EVAN ARBOGAST	ON FILE

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NAME	ADDRESS
EVAN FARRAR	ON FILE
EVAN LASIEWICZ	ON FILE
EVAN ROGERS	ON FILE
EVANGELOS MOUZAKITIS	ON FILE
EVGENII DOKUMENTOV	ON FILE
EYAN TOWNSEND	ON FILE
EZEKIAL KOLHOFF	ON FILE
EZEKIEL WILLIAMS	ON FILE
EZRA KEBRAB	ON FILE
FABIAN AGUDELO	ON FILE
FABIAN HERRERA	ON FILE
FABIAN PULIDO	ON FILE
FABIAN VEGA	ON FILE
FABIO BRACHO	ON FILE
FABIO FERNANDES	ON FILE
FABIO RIVERA	ON FILE
FAHAD ESSAM ABULJEDAYAL	ON FILE
FAISAL FASEEHUDDIN	ON FILE
FANINA PADYKULA	ON FILE
FAYU LAI	ON FILE
FEDERICO HENKEL	ON FILE
FELICE SACCO	ON FILE
FELIKS KERMAN	ON FILE
FELIPE JR OROPEZA	ON FILE
FELIX CHENG	ON FILE
FELIX RODRIGUEZ	ON FILE
FERNANDO ROLDAN	ON FILE
FIDEL ARROYO	ON FILE
FILIPP MINAYEV	ON FILE
FRANCES SILVA	ON FILE
FRANK AMATO	ON FILE
FRANK KOSMAN	ON FILE
FRANK MOLETT III	ON FILE
FRANK SAVEL	ON FILE
FRANKLYN KROGMAN	ON FILE
FREDDIE BARRY	ON FILE
FREDDIE VILLACCI JR	ON FILE
FREDERICK BUDDE	ON FILE
GABRIELLE FISCHER	ON FILE

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NAME	ADDRESS
GAETANO BOCCIA	ON FILE
GAGE O'CONNOR	ON FILE
GARETH ALMBERG	ON FILE
GARRETT PAYNE	ON FILE
GARY GERHARDT	ON FILE
GARY TRICK	ON FILE
GAUTHAM KORADA	ON FILE
GEORGE ANDREWS	ON FILE
GEORGE BRUSO	ON FILE
GEORGE LOPEZ	ON FILE
GEORGE VACCARO	ON FILE
GERARD ROJO	ON FILE
GERMAN OSORIO	ON FILE
GIAN IGNACIO LOMBARDI	ON FILE
GIOVANNI FIORAMONTE	ON FILE
GLENN LORDE	ON FILE
GREG BECKER	ON FILE
GRIGORIY BELONozhko	ON FILE
HAILEY REYNOLDS	ON FILE
HAN-CHE LIN	ON FILE
HANNAH LANDES	ON FILE
HANNAH MINIFIE	ON FILE
HANNAH SMITH	ON FILE
HANNIBAL HILLS	ON FILE
HARRY HURD	ON FILE
HARRY PALLEY	ON FILE
HARTE HAFFNER	ON FILE
HAYDEN STREIN	ON FILE
HELEN VERNON	ON FILE
HELENA CASWELL	ON FILE
HELENA CHAVEZ	ON FILE
HENDEL VILLAMIZAR	ON FILE
HENRY HABGOOD	ON FILE
HENRY ING	ON FILE
HERON BARGER	ON FILE
HILARION CASTRO	ON FILE
HOLDEN ALBIN	ON FILE
HOLLY ARNETT	ON FILE
HOLLY RIEGER	ON FILE

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NAME	ADDRESS
HOUSSEIN MHEIMID	ON FILE
HRISHIKESH VASUDEO SAMANT	ON FILE
HRISTO PETROV	ON FILE
HSING-HAO CHEN	ON FILE
HSUAN-WEN CHU	ON FILE
HTAY HLAING	ON FILE
HUALING TSOI	ON FILE
HUBERT JIANG	ON FILE
HUBERT PALAN	ON FILE
HUDSON SMITH	ON FILE
HUGH ALLEN SCHILTZ	ON FILE
HUMZA ARSHAD	ON FILE
HUNG NGUYEN	ON FILE
HUNSAKER LYNN	ON FILE
HUNTER BAUSS	ON FILE
HUNTER BERNDT SWANSON	ON FILE
HUNTER CONFER	ON FILE
HUNTER HAYDEN	ON FILE
HUNTER JENSEN	ON FILE
HUNTER JONES	ON FILE
HUNTER KINCHEN	ON FILE
HUNTER KNOPP	ON FILE
HUNTER KRAUSE	ON FILE
HUNTER KUTA	ON FILE
HUNTER MECHIGIAN	ON FILE
HUNTER MIX	ON FILE
IAN FEDELE	ON FILE
IAN PAQUETTE	ON FILE
IAN SCHULER	ON FILE
IAN SHAW	ON FILE
IGOR SOUZA MESSER	ON FILE
IGORS LAVRINOVICS	ON FILE
ILAN L SHEMTOV	ON FILE
ISAAC LOOMANS	ON FILE
ISABEL CORSINO	ON FILE
ISAIAH BEHYMER	ON FILE
ISHMAEL THOMAS	ON FILE
ISMAIL LAMRINI	ON FILE
IVAN JANSER PASSOS	ON FILE

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NAME	ADDRESS
IVAN MARKOVIC	ON FILE
JACE JONES	ON FILE
JACELYN OSHIRO-RODONI	ON FILE
JACK GOODMAN	ON FILE
JACK LEONARD	ON FILE
JACK MARSTON	ON FILE
JACKSON PIERCE	ON FILE
JACKSON SAMMARTINO	ON FILE
JACKSON SEAL	ON FILE
JACKSON SIMS	ON FILE
JACOB ROBERTS	ON FILE
JACOB THORNTON	ON FILE
JACOB WEIKART	ON FILE
JADE ANUSZEK	ON FILE
JADON HENKE	ON FILE
JAI-INDER GHOTRA	ON FILE
JAMES A BLUM	ON FILE
JAMES BRISCOE	ON FILE
JAMES CARWILE	ON FILE
JAMES DOUGLAS DAVIDSON	ON FILE
JAMES DRISCOLLI	ON FILE
JAMES EVANS	ON FILE
JAMES HEFLIN	ON FILE
JAMES JOSEPH CARL	ON FILE
JAMES KNOX	ON FILE
JAMES MAI	ON FILE
JAMES MATTERA	ON FILE
JAMES MATTHEWS	ON FILE
JAMES MCBREEN	ON FILE
JAMES MCCLEARY	ON FILE
JAMES MCEWEN	ON FILE
JAMES MCLALIN	ON FILE
JAMES MEYERS JR	ON FILE
JAMES PERKINS	ON FILE
JAMES PICKETT	ON FILE
JAMES PORTER	ON FILE
JAMES SIMPSON	ON FILE
JAMES STEVENS	ON FILE
JAMES YANG	ON FILE

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NAME	ADDRESS
JAMIE CROWLEY	ON FILE
JAMIE DWYER	ON FILE
JAMIE KLEIN	ON FILE
JAMIE PENNINGTON	ON FILE
JAMIN BONTRAGER	ON FILE
JAMIN SOLENSKY	ON FILE
JAN EIDE	ON FILE
JANAE ABRAHAM	ON FILE
JAQUAN JOYE	ON FILE
JARED DOESCHER	ON FILE
JARED HERSCHEL SCHLAR	ON FILE
JARED MADRID	ON FILE
JASEN SUTHERLAND	ON FILE
JASON DODD	ON FILE
JASON HEBERT	ON FILE
JASON JARVIS	ON FILE
JASON KILBURG	ON FILE
JASON KIZER	ON FILE
JASON KOBRYA	ON FILE
JASON KOEBELE	ON FILE
JASON KOLB	ON FILE
JASON KRAFT	ON FILE
JASON KRIS NEBEKER	ON FILE
JASON KRUK	ON FILE
JASON LEE	ON FILE
JASON LINDSAY	ON FILE
JASON LOVELAND	ON FILE
JASON LOWERY	ON FILE
JASON MORAN	ON FILE
JASON QUAN	ON FILE
JAVEN BAINS	ON FILE
JAYMES WENCESLAO	ON FILE
JAYNA SUEKO YAMASHITA	ON FILE
JEFF SPAWTON	ON FILE
JEFFREY BASTIAN	ON FILE
JEFFREY BAUER	ON FILE
JEFFREY BAUMGARTNER	ON FILE
JEFFREY BOSTIC	ON FILE
JEFFREY BRIAN HELMUTH	ON FILE

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NAME	ADDRESS
JEFFREY BROWNE	ON FILE
JEFFREY ENGEN	ON FILE
JEFFREY LEVIN	ON FILE
JEFFREY PATRICK	ON FILE
JEFFREY YORKE	ON FILE
JEN RUMINSKI	ON FILE
JENEICE WASCHLE	ON FILE
JENNERO ROSSI	ON FILE
JENNIFER BEAUREGARD	ON FILE
JENNIFER LUBKE	ON FILE
JENNIFER MAUGHAN	ON FILE
JENNIFER MCCOY	ON FILE
JENNIFER SALLING	ON FILE
JENNIFER SMITH	ON FILE
JERALD ROBINSON	ON FILE
JERAMI MARSH	ON FILE
JEREMEY BREATH	ON FILE
JEREMIAH ABELLANOSA	ON FILE
JEREMIAH BIRRELL	ON FILE
JEREMY GUEST	ON FILE
JEREMY LAWN	ON FILE
JEREMY OLSON	ON FILE
JEREMY OSTLER	ON FILE
JEREMY STEED	ON FILE
JERRELL BLAKE	ON FILE
JERRY BRODIE	ON FILE
JERRY CENTENO	ON FILE
JERRY COBLE	ON FILE
JERRY CZAPP	ON FILE
JERRY SIMMONS	ON FILE
JESSE ARREDONDO	ON FILE
JESSE BARTLETT	ON FILE
JESSE BURK	ON FILE
JESSE CUADRA	ON FILE
JESSE GEORGE	ON FILE
JESSE HWANG	ON FILE
JESSE LACKEY	ON FILE
JESSICA BAKEN	ON FILE
JESSICA KOLTUN	ON FILE

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NAME	ADDRESS
JESSICA LACKNER	ON FILE
JESSICA PETERSON	ON FILE
JESSICA PROIS	ON FILE
JESSICA SCOLA	ON FILE
JESSICA SELLS	ON FILE
JESSICA SORENSEN	ON FILE
JESSICA TILLIE	ON FILE
JESSICA VAUGHN	ON FILE
JESSICA VENCER	ON FILE
JESSICA WHITE	ON FILE
JESSICA WINTERGRASS	ON FILE
JESSICA WOO	ON FILE
JESSILIN ESTEVEZ	ON FILE
JESTYN SHOYoola	ON FILE
JESUS ESCOBEDO	ON FILE
JILL PROUT	ON FILE
JIMMY KIM	ON FILE
JIMMY NGUYEN	ON FILE
JIMMY SHIH	ON FILE
JOE BUFFO	ON FILE
JOETTA PALMER	ON FILE
JOEY NORRIS	ON FILE
JOHN BOCSKOVITS	ON FILE
JOHN COOK	ON FILE
JOHN GOODWIN	ON FILE
JOHN GOVATOS	ON FILE
JOHN GRAVES	ON FILE
JOHN GRIMM	ON FILE
JOHN GUTHRIE	ON FILE
JOHN HAMM	ON FILE
JOHN HAMMOND	ON FILE
JOHN HANCHER	ON FILE
JOHN HARRIS	ON FILE
JOHN HAUENSTEIN	ON FILE
JOHN HUDSON	ON FILE
JOHN HUGHES	ON FILE
JOHN IACOBONI	ON FILE
JOHN KOCH	ON FILE
JOHN KOZUCH	ON FILE

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NAME	ADDRESS
JOHN MACKENZIE	ON FILE
JOHN ROBERT WILLIAMS, JR	ON FILE
JOHN SCHEMPF	ON FILE
JOHN SHERMAN	ON FILE
JOHN SUNDEN	ON FILE
JOHN WALTZ	ON FILE
JOHN WANG	ON FILE
JOHN WATTS	ON FILE
JOHN WILLIAMS	ON FILE
JOHN WURM	ON FILE
JOHN ZAMUDIO	ON FILE
JOHN ZOZZARO	ON FILE
JOHNATHAN BISLEW	ON FILE
JOJIRO SHIMIZU	ON FILE
JON BREITLING	ON FILE
JON BRODSTON	ON FILE
JON BUTLER	ON FILE
JON CANALIZO	ON FILE
JONATHAN CLAYTON DREW	ON FILE
JONATHAN COACH	ON FILE
JONATHAN COOPER	ON FILE
JONATHAN FELSKA	ON FILE
JONATHAN HATHORNE	ON FILE
JONATHAN HERNANDEZ	ON FILE
JONATHAN HUROWITZ	ON FILE
JONATHAN HYDE	ON FILE
JONATHAN LLEDO	ON FILE
JONATHAN MARTIN	ON FILE
JONATHAN MCDILL	ON FILE
JONATHAN OTTO HANKIN	ON FILE
JONATHAN PHILLIPS	ON FILE
JONATHAN SANTANA	ON FILE
JONTAE WATKINS	ON FILE
JORDAN FROST	ON FILE
JORDAN HOBSON	ON FILE
JORDAN MEYER	ON FILE
JORDAN RILEY GOODWIN	ON FILE
JORDAN RIVERA	ON FILE
JORDAN ROBISON	ON FILE

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NAME	ADDRESS
JORDAN RODRIGUEZ	ON FILE
JORDAN ROSS	ON FILE
JORDAN SARNOVSKY	ON FILE
JORDAN SEYMOUR	ON FILE
JORDAN SHOENHAIR	ON FILE
JORDAN SILL	ON FILE
JORDAN SMITH	ON FILE
JORDAN STALLARD	ON FILE
JORDAN STEPHENS	ON FILE
JORDAN THOMPSON	ON FILE
JORDAN VICTOR	ON FILE
JORDAN WARREN	ON FILE
JORDAN WEBER	ON FILE
JORDAN WOOTEN	ON FILE
JORDON COLE HANSEN	ON FILE
JORDON MACHLIS	ON FILE
JORGE ALVAREZ	ON FILE
JORGE ARMENDARIZ	ON FILE
JORGE BENCOMO	ON FILE
JORGE CASALLO CHIRINOS	ON FILE
JORGE CURIEL	ON FILE
JORGE DAVILA	ON FILE
JOSE LUIS ROQUENIGALINDO	ON FILE
JOSE MARTINEZ	ON FILE
JOSEPH DEFRANCESCO	ON FILE
JOSEPH DENNEY	ON FILE
JOSEPH EDWIN JONES	ON FILE
JOSEPH GIULIETTI	ON FILE
JOSEPH GLAZER	ON FILE
JOSEPH HOMOKAY	ON FILE
JOSEPH JOHNSON	ON FILE
JOSEPH KIELPINSKI	ON FILE
JOSEPH LEE	ON FILE
JOSEPH LEWIS	ON FILE
JOSEPH LINSOTT	ON FILE
JOSEPH LUSSIER	ON FILE
JOSEPH MCCANN	ON FILE
JOSEPH MCDONALD	ON FILE
JOSEPH MCGRATH	ON FILE

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NAME	ADDRESS
JOSEPH MCKISSOCK	ON FILE
JOSEPH MERRIMAN	ON FILE
JOSEPH MICHAEL BERUBE	ON FILE
JOSEPH PAUL	ON FILE
JOSEPH PERAINO	ON FILE
JOSEPH PERCY EDWARDS	ON FILE
JOSEPH PRADO	ON FILE
JOSEPH ROSEBROCK	ON FILE
JOSEPH SABULA	ON FILE
JOSEPH SACKETT	ON FILE
JOSEPH SANTOS	ON FILE
JOSEPH SATTERFIELD	ON FILE
JOSEPH SEKEL	ON FILE
JOSEPH SHAMBURGER	ON FILE
JOSEPH SOLINGER	ON FILE
JOSEPH SORTET	ON FILE
JOSEPH STANLEY	ON FILE
JOSEPH TESTA	ON FILE
JOSEPH VAVALA	ON FILE
JOSEPH WARNIMONT	ON FILE
JOSEPH ZAJAC	ON FILE
JOSEPH ZHANG	ON FILE
JOSEPHINE TESALONA	ON FILE
JOSH ABBATE	ON FILE
JOSH AMDAHL	ON FILE
JOSH HARLESS	ON FILE
JOSH LARUE	ON FILE
JOSH ZETTLEMOYER	ON FILE
JOSHUA OCASION	ON FILE
JOSHUA A BAILEY	ON FILE
JOSHUA A EMERALD	ON FILE
JOSHUA ALAN TAYLOR	ON FILE
JOSHUA ALLEY	ON FILE
JOSHUA ANDERSON	ON FILE
JOSHUA AROCHO	ON FILE
JOSHUA BERG	ON FILE
JOSHUA BISHOP	ON FILE
JOSHUA BLINCOE	ON FILE
JOSHUA BONTRAGER	ON FILE

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NAME	ADDRESS
JOSHUA BRADFORD	ON FILE
JOSHUA BRADLEY	ON FILE
JOSHUA BRIGHT	ON FILE
JOSHUA BRITTON	ON FILE
JOSHUA BRYAN NEATHERY	ON FILE
JOSHUA BURDICK-WILL	ON FILE
JOSHUA BURMAN	ON FILE
JOSHUA BURY	ON FILE
JOSHUA BUTTON	ON FILE
JOSHUA CAMP	ON FILE
JOSHUA CANTER	ON FILE
JOSHUA CARDA	ON FILE
JOSHUA CEDENO	ON FILE
JOSHUA CHANDLER	ON FILE
JOSHUA CHRISTOPHER JENKINS	ON FILE
JOSHUA CHROMIAK	ON FILE
JOSHUA CIMARUSTI	ON FILE
JOSHUA CLAYPOOL	ON FILE
JOSHUA CONLEY	ON FILE
JOSHUA COPELAND	ON FILE
JOSHUA COULTER	ON FILE
JOSHUA DAVID HOERNER	ON FILE
JOSHUA DAVID NISSLEY	ON FILE
JOSHUA FOSTER	ON FILE
JOSHUA GORDON-BLAKE	ON FILE
JOSHUA GOULD	ON FILE
JOSHUA GUEST	ON FILE
JOSHUA HARTZELL	ON FILE
JOSHUA HENSLEE	ON FILE
JOSHUA JOHNSON	ON FILE
JOSHUA JURY	ON FILE
JOSHUA PARKER	ON FILE
JOSHUA PARKS	ON FILE
JOSHUA PAUL NYLUND	ON FILE
JOSHUA RYAN HARTSELL	ON FILE
JOSHUA SMITH	ON FILE
JOSHUA SPICER	ON FILE
JOSHUA STEWART	ON FILE
JOSHUA SUMMERS	ON FILE

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NAME	ADDRESS
JOSIAH WEBSTER	ON FILE
JOVAN MAGAZIN	ON FILE
JULIAN HARRIGAN	ON FILE
JULIANA PANICK	ON FILE
JULIANNA SAMPER	ON FILE
JULIE FACINE	ON FILE
JUSTIN CUTTER	ON FILE
JUSTIN DAVIS	ON FILE
JUSTIN DELEON	ON FILE
JUSTIN DIAMOND	ON FILE
JUSTIN KAM	ON FILE
JUSTIN LOPEZ	ON FILE
JUSTIN ROGOWAY	ON FILE
JUSTIN THOMAS	ON FILE
JUSTIN TOWNER	ON FILE
KADAN CHRISTOPHER WESTRA	ON FILE
KAI YANG	ON FILE
KAILASH YELASANI	ON FILE
KAIN MERRIHEW	ON FILE
KAITLIN HUMPHREY	ON FILE
KALI CHAUDHURI	ON FILE
KAMBIZ KARIMI	ON FILE
KARABET BARDAKJIAN	ON FILE
KARIE DORRANCE	ON FILE
KARIM MOUSSA	ON FILE
KARINA A ALVARADO	ON FILE
KARL ESTRADA	ON FILE
KATERYNA PARUBOCHA KIRKPATRICK	ON FILE
KATIE KIM	ON FILE
KAYLA HANSEN	ON FILE
KAYLA LEVAUL	ON FILE
KAYLA LYNN	ON FILE
KAYLA MARIE MINGO	ON FILE
KAYLA POTTER	ON FILE
KAYLA PRUES	ON FILE
KAYLA REED	ON FILE
KAYLEA GLEASON	ON FILE
KAYLEE MCCLENDON	ON FILE
KAYLEE RAPOZA	ON FILE

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NAME	ADDRESS
KAYLEN CHANG	ON FILE
KAYLI BEIERLE	ON FILE
KEELAN FREITAG	ON FILE
KEEM IBARRA	ON FILE
KEENAN KEELING	ON FILE
KEENAN SMITH	ON FILE
KEINAN GREENE	ON FILE
KEITH MICHAEL BOUDREAU	ON FILE
KELLEN GALLAGHER	ON FILE
KELLIE STORMYRENEE AKINS	ON FILE
KELLY ALWOOD	ON FILE
KELLY BARNARD	ON FILE
KELLY BURFICT	ON FILE
KELSEY COSTLEY	ON FILE
KELSEY FURR	ON FILE
KELUN ZHANG	ON FILE
KEN ROCKHOLD	ON FILE
KENNETH SHOCKLEY	ON FILE
KENNETHONEAL LOW PANGILINAN	ON FILE
KEVIN BALKOSKI	ON FILE
KEVIN CARD	ON FILE
KEVIN CHAPMAN	ON FILE
KEVIN CHRISTENSEN	ON FILE
KEVIN JARVIS	ON FILE
KEVIN LARA	ON FILE
KEVIN LEE	ON FILE
KEVIN QUINN	ON FILE
KEVIN REED	ON FILE
KEVIN ROCHA	ON FILE
KEVIN RODRIGUEZ	ON FILE
KEVIN THOMPSON	ON FILE
KEVIN VIDA	ON FILE
KEVIN YUN	ON FILE
KHEHLOONG CHIN	ON FILE
KIMBERLY BAKER	ON FILE
KOTA WHARTON	ON FILE
KRAIG ANDER JAKOBSEN	ON FILE
KRIS CHAVEZ	ON FILE
KRIS FAGAN	ON FILE

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NAME	ADDRESS
KRIS FLEISCHLI	ON FILE
KRIS HOLMGREN	ON FILE
KRIS MAGNUSON	ON FILE
KRIS PETCHARAWISES	ON FILE
KRIS SMITH	ON FILE
KRISHAN RATHI	ON FILE
KRISHNA SEJOUR	ON FILE
KRISHNA TRIPATHI	ON FILE
KRISHNADAS VIJAYAN NAIR	ON FILE
KRISTEN D SAVINO	ON FILE
KRISTEN DAVIS	ON FILE
KRISTEN DIMMICK	ON FILE
KRISTEN MARIE STUCKER	ON FILE
KRISTEN SMITH	ON FILE
KRISTIN ARAI	ON FILE
KRISTINA MERCURIO	ON FILE
KRISTINA PERJAR	ON FILE
KRISTINA RATLIFF	ON FILE
KRISTINE DEUR	ON FILE
KRISTINE TOWNE	ON FILE
KRISTIYAN DZHAMALOV	ON FILE
KRISTOPHER BYRD	ON FILE
KRISTOPHER CHINNERY	ON FILE
KRISTOPHER DAVIS	ON FILE
KRISTOPHER EGAN	ON FILE
KRISTOPHER KEITH	ON FILE
KWAME ESSIEH	ON FILE
KWAME NEWTON	ON FILE
KYAANI ROBINSON	ON FILE
KYAW SOE	ON FILE
KYLA CHAU	ON FILE
KYLA STERN	ON FILE
KYLE ALLISON	ON FILE
KYLE AMARANTE	ON FILE
KYLE ANDERSON	ON FILE
KYLE MARTIN GREER	ON FILE
KYLE PHAN	ON FILE
KYLE PINKERTON	ON FILE
KYLE PROCTOR	ON FILE

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NAME	ADDRESS
KYLE RAND	ON FILE
KYLE ROCHE	ON FILE
KYLE SMITH	ON FILE
LABHESH PATEL	ON FILE
LACEY TULLOSS	ON FILE
LAKPA SHERPA	ON FILE
LALINTIP VIRIYAKUNKIT	ON FILE
LANCE KIM	ON FILE
LANCE KINSTNER	ON FILE
LANCE LIERMAN	ON FILE
LANDON OAKES	ON FILE
LARRY GRANT BURNS	ON FILE
LARRY SCHOENEMAN	ON FILE
LARS THURFJELL	ON FILE
LATASHA ARTERBERRY	ON FILE
LATRELL HURD	ON FILE
LAUREN PALIUS	ON FILE
LAWRENCE RADICE	ON FILE
LAWRENCE SULLY	ON FILE
LAWRENCE TOTH	ON FILE
LAWRENCE WILLIAMS	ON FILE
LEARTIS BROWN	ON FILE
LES ALLINGER	ON FILE
LESLIE CATHERINE HAGELE	ON FILE
LESLIE WINEGARDEN	ON FILE
LINDA NYKIN	ON FILE
LOGAN ABBOTT	ON FILE
LORENZO FRANCO	ON FILE
LORENZO OBRYANT	ON FILE
LORI POJE	ON FILE
LOUIS TULIO	ON FILE
LUCAS AGUIAR	ON FILE
LUCAS BALSINDE	ON FILE
MADHUSHA GOONESEKERA	ON FILE
MADISON SZUMINSKY	ON FILE
MAGGIE TIFFT	ON FILE
MAGHAN TISL	ON FILE
MAGNOLIA HILLS	ON FILE
MAGRICELY DIAZ	ON FILE

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NAME	ADDRESS
MAGUGU DAVIS	ON FILE
MAHESH KUMAR GHATTI	ON FILE
MAHIDHAR THOUTI REDDY	ON FILE
MAHMOUD ELMEHLAWY	ON FILE
MAHROD REESE	ON FILE
MARC CLEBANOFF	ON FILE
MARC SHULMAN	ON FILE
MARC WATKINS	ON FILE
MARCEL BARRAZA	ON FILE
MARCIA SOLORZANO	ON FILE
MARCUS DALEY	ON FILE
MARGARET KYPENA	ON FILE
MARI MARTINEZ	ON FILE
MARIA CASTILLEJOS	ON FILE
MARIA COLOMY	ON FILE
MARIA VELASQUEZ	ON FILE
MARIE MARSTELLER	ON FILE
MARIO HACKBARTH	ON FILE
MARK CHUPKA	ON FILE
MARK DAMMEYER	ON FILE
MARK KIMBALL	ON FILE
MARK PLACHOWSKI	ON FILE
MARK WILLIAMSON	ON FILE
MARK WINTERS	ON FILE
MARK ZYGUTIS	ON FILE
MARQUIS BACOTE	ON FILE
MARSHA LUNA	ON FILE
MARTHA BRANDEL	ON FILE
MARTIN SZETO	ON FILE
MARY SURRETT	ON FILE
MASON ERB	ON FILE
MATT LATIL	ON FILE
MATT PEGG	ON FILE
MATT ROLPH	ON FILE
MATT SCHRADER	ON FILE
MATT SPRENGER	ON FILE
MATTHEW ANDERSON	ON FILE
MATTHEW ANTHONY PSILOS	ON FILE
MATTHEW COOKE	ON FILE

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NAME	ADDRESS
MATTHEW COSTA	ON FILE
MATTHEW COX	ON FILE
MATTHEW CRONAN	ON FILE
MATTHEW CUGLIETTA	ON FILE
MATTHEW DARLING	ON FILE
MATTHEW DARROW	ON FILE
MATTHEW DENNIS	ON FILE
MATTHEW DIVACK	ON FILE
MATTHEW HAYASHIDA	ON FILE
MATTHEW LONGEST	ON FILE
MATTHEW LU	ON FILE
MATTHEW MALICKI	ON FILE
MATTHEW MARTIN	ON FILE
MATTHEW MILLER	ON FILE
MATTHEW R LYLE	ON FILE
MATTHEW RONALD SCHUEN	ON FILE
MATTHEW RUBY	ON FILE
MATTHEW RUIZ	ON FILE
MATTHEW RUTTER	ON FILE
MATTHEW RYAN	ON FILE
MATTHEW SACK	ON FILE
MATTHEW SCHULTZ	ON FILE
MAURO PARAVANO	ON FILE
MAX INTROINI	ON FILE
MAX SHULMAN	ON FILE
MAX WICHMER	ON FILE
MAXIM ARNOLD	ON FILE
MAXIME GUGLIELMETTI	ON FILE
MAXIMILIAN BAEZ	ON FILE
MAXIMILIAN BENRUD	ON FILE
MAXWELL GREGORY LEOGRANDIS	ON FILE
MEAFU POMALE-MAGA	ON FILE
MECCA BUTLER	ON FILE
MEGAN FUCHES	ON FILE
MEGAN GEWITZ	ON FILE
MEI ALVAREZ	ON FILE
MEILINH TRINH	ON FILE
MELISSA ALLINGER	ON FILE
MELISSA PRESS	ON FILE

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NAME	ADDRESS
MELISSA TURNER	ON FILE
MELVIN DUANE SYMES	ON FILE
MICAH GIANOULIS	ON FILE
MICHAEL ALTMAN	ON FILE
MICHAEL ATHANS	ON FILE
MICHAEL ATLER	ON FILE
MICHAEL AYERS	ON FILE
MICHAEL BAEZ	ON FILE
MICHAEL BATTERSON	ON FILE
MICHAEL BEHRINGER	ON FILE
MICHAEL BROWN	ON FILE
MICHAEL BURROWS	ON FILE
MICHAEL CARLSON	ON FILE
MICHAEL CATHEY	ON FILE
MICHAEL CAVENDER	ON FILE
MICHAEL CHUBB	ON FILE
MICHAEL DINWIDDIE	ON FILE
MICHAEL FELICIANO	ON FILE
MICHAEL FIELDMAN	ON FILE
MICHAEL GARRITY	ON FILE
MICHAEL JARANTILLA	ON FILE
MICHAEL KILLPACK	ON FILE
MICHAEL MASON	ON FILE
MICHAEL OBERMUELLER	ON FILE
MICHAEL OLAUGHLIN	ON FILE
MICHAEL PASSARO	ON FILE
MICHAEL PESCATORE	ON FILE
MICHAEL SIMMONS	ON FILE
MICHAEL SMITH	ON FILE
MICHAEL SNOWDEN	ON FILE
MICHELLE ALLEN	ON FILE
MICHELLE GARCIA	ON FILE
MICHELLE GARDNER	ON FILE
MICHELLE MCGUINNESS	ON FILE
MIESHA DAVIS	ON FILE
MIGUEL PINANGO	ON FILE
MIN HYUK LEE	ON FILE
MINDIE CLARK	ON FILE
MINDY MANN	ON FILE

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NAME	ADDRESS
MITCH SHEA	ON FILE
MITCHELL CARLSON	ON FILE
MUKUL BOKIL	ON FILE
MURRAY MILROY	ON FILE
NAM HO	ON FILE
NATALIE POITEVIEN	ON FILE
NATE BRUCE	ON FILE
NATHAN LEAVITT	ON FILE
NATHAN LEE POLZIN	ON FILE
NATHAN SHIFFLER	ON FILE
NEIW ANUSON	ON FILE
NELSON YEPEZ	ON FILE
NICCOLÓ MUTI	ON FILE
NICHOLAS ANDERSEN	ON FILE
NICHOLAS ARNESON	ON FILE
NICHOLAS CZOP	ON FILE
NICHOLAS DICIANCIA	ON FILE
NICHOLAS GASTELUM	ON FILE
NICHOLAS GIARMAN	ON FILE
NICHOLAS TAORAS	ON FILE
NICHOLAS THORNTON DUNWOODY	ON FILE
NICK DIGRAZIA	ON FILE
NICOLAS MESA	ON FILE
NIKKI MCCORD	ON FILE
NIKOLAI ZAPERO	ON FILE
NIRMAL PATEL	ON FILE
NITIN CINGIREDDY	ON FILE
NOAH BALCH	ON FILE
NOAH MILLER	ON FILE
NOAH TREMPs	ON FILE
NOLIN NGUYEN	ON FILE
NORMAN MORALES	ON FILE
OALL HAAG	ON FILE
OCTAVE LEPINARD	ON FILE
OSCAR AGUILERA	ON FILE
OVERBY BRANCH	ON FILE
PARL JOHNSON	ON FILE
PATRICK GROVE	ON FILE
PATRICK REILLY	ON FILE

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NAME	ADDRESS
RAGHAVA PAMULAPATI	ON FILE
RAGHU VEER YARLAGADDA	ON FILE
RAJINDER PAL SINGH MATHARU	ON FILE
RALPH PRICE	ON FILE
RALPH ROMAIN	ON FILE
RALPH TYNAN	ON FILE
RAMON PERALTA	ON FILE
RAMYA CHEEKIREDDI	ON FILE
RAMZI MUASHER	ON FILE
RANA WILLIAMSON	ON FILE
RANAE ANDREWS	ON FILE
RANDALL BARNETT	ON FILE
RANDALL DAVIS	ON FILE
RANSLEY LAU	ON FILE
RAOUL MAHTANI	ON FILE
RAPHAEL PEEPLES	ON FILE
RAY LESTER	ON FILE
RAY LUCERO	ON FILE
RAY MONBERG	ON FILE
RAY NORBY	ON FILE
RAY STEPHENS	ON FILE
RAY VEGUILLA	ON FILE
RAY VILLANUEVA	ON FILE
RAYAN BAMDAD	ON FILE
RICK KIM	ON FILE
ROBBY RICE	ON FILE
ROBERT BROCKMAN	ON FILE
ROBERT BULGRIN	ON FILE
ROBERT DEROAE	ON FILE
ROBERT FREDERICK	ON FILE
ROBERT IM	ON FILE
ROBERT JAMES VAN KIRK IV	ON FILE
ROBERT KOLLENBORM	ON FILE
ROBERT KREN	ON FILE
ROBERT LAIER	ON FILE
ROBERT LAINEZ	ON FILE
ROBERT LALANE	ON FILE
ROBERT LAMAR	ON FILE
ROBERT LAURO	ON FILE

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NAME	ADDRESS
ROBERT LEE BEERS	ON FILE
ROBERT LEWIS	ON FILE
ROBERT LIBERMAN	ON FILE
ROBERT LITTLE	ON FILE
ROBERT LUCAS TUNSTALL	ON FILE
ROBERT MCCABE	ON FILE
ROBERT MCGEE	ON FILE
ROBERT MEDAIROS	ON FILE
ROBERT MENCHES	ON FILE
ROBERT MICHAEL MONSEES	ON FILE
ROBERT MONROE	ON FILE
ROBERT MONTANA	ON FILE
ROBERT MONTERO	ON FILE
ROBERT MURRELL	ON FILE
ROBERT NELSON	ON FILE
ROBERT NORTON	ON FILE
ROBERT OSBORNE	ON FILE
ROBERT OSTRANDER	ON FILE
ROBERT OTA	ON FILE
ROBERT P WRIGHT	ON FILE
ROBERT PAUL JR GILLASPY	ON FILE
ROBERT PAUL LEFEVE	ON FILE
ROBERT PERSAUD	ON FILE
ROBERT PHILLIPS	ON FILE
ROBERT PISANO	ON FILE
ROBERT RAY LYNK	ON FILE
ROBERT REDA JR	ON FILE
ROBERT REECE	ON FILE
ROBERT REGAN	ON FILE
ROBERT REMBISZ	ON FILE
ROBERT ROBINSON	ON FILE
ROBERT ROLL	ON FILE
ROBERT ROLLER	ON FILE
ROBERT ROWLANDS	ON FILE
ROBERT RUSSELL	ON FILE
ROBERT RUTAN	ON FILE
ROBERT SHER	ON FILE
ROBERT SHUMATE	ON FILE
ROBERT SIMCOE	ON FILE

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NAME	ADDRESS
ROBERT SIMONCIC	ON FILE
ROBERT SMITH	ON FILE
ROBERT SMOOT	ON FILE
ROBERT SPRINGER	ON FILE
ROBERT STANISLAW	ON FILE
ROBERT STANLEY	ON FILE
ROBERT STARK	ON FILE
ROBERT STEWART	ON FILE
ROBERT STURGILL	ON FILE
ROBERT TAKOVICH	ON FILE
ROBERT TAYLOR	ON FILE
ROBERT TEMPKE	ON FILE
ROBERT THOMAS MOON	ON FILE
ROBERT VAN OSS	ON FILE
ROBERT VAZ	ON FILE
ROBERT VENTRESCA	ON FILE
ROBERT VILIUNAS	ON FILE
ROBERT VILLANOVA	ON FILE
ROBERT WALLER	ON FILE
ROBERT WANG	ON FILE
ROBERT WAY II	ON FILE
ROBERT WAYNE TOWNSEND	ON FILE
ROBERT WEART	ON FILE
ROBERT WEATHERS	ON FILE
ROBERT WENNAGEL	ON FILE
ROBERT WERTZ	ON FILE
ROBERT WILD	ON FILE
ROBERT WILD JR	ON FILE
ROBERT WOLNIK	ON FILE
ROBERT WOODS	ON FILE
ROBERT WOOLDRIDGE	ON FILE
ROBERT WORTH	ON FILE
ROBERT YADRICK	ON FILE
ROBERT YAROSH	ON FILE
ROBERT YEH	ON FILE
ROBERT YU	ON FILE
ROBERT ZEPH	ON FILE
ROBERTA GRAS	ON FILE
ROBERTO CAMACHO	ON FILE

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NAME	ADDRESS
ROBERTO CAMSMITH	ON FILE
ROBERTO CARLOS OREILLY	ON FILE
ROBERTO CEDENO	ON FILE
ROBERTO CORREA	ON FILE
ROBERTO DIAZ	ON FILE
ROBERTO GONZALEZ MEDINA	ON FILE
ROBERTO HERNANDEZ	ON FILE
ROBERTO MEDINA	ON FILE
ROBERTO PEREZ	ON FILE
ROBERTO RODRIGUEZ	ON FILE
ROBERTO SANCHEZ	ON FILE
ROBERTO VALENTIN	ON FILE
ROBI ROUSSET	ON FILE
ROBIN BODHI	ON FILE
ROBIN CLARY	ON FILE
ROBIN LARSON	ON FILE
ROBIN MURPHY	ON FILE
ROBIN ROTHMAN	ON FILE
ROBIN WEIZER	ON FILE
ROBINSON PULLA	ON FILE
ROBYN EVALDI	ON FILE
ROBYN GOLDBERG	ON FILE
ROBYN MILES	ON FILE
ROCHELLE BOLLINGER	ON FILE
ROCHELLE CARRINGTON	ON FILE
RODERICK BISHOP	ON FILE
RODERICK WRIGHT	ON FILE
RODGER RADERMAN	ON FILE
RODGER ROWLEY	ON FILE
RODNEY BAXTER	ON FILE
RODNEY CLEVERLEY	ON FILE
RODNEY COWDEN	ON FILE
RODNEY FIELDS	ON FILE
RODNEY GRA Y	ON FILE
RODNEY JAMES	ON FILE
RODNEY KESLER	ON FILE
ROGER COE	ON FILE
ROGER CULBERSON	ON FILE
ROGER RIACHI	ON FILE

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NAME	ADDRESS
ROHIT KUMAR	ON FILE
ROHIT RANGANATH	ON FILE
ROHIT REDDY GOTTAM	ON FILE
ROLAND FRYE	ON FILE
ROLAND HOPE REFRADO PARNASO	ON FILE
ROLAND LINDSEY	ON FILE
ROMADELYS CHIRINOS	ON FILE
ROMAN BELAIRE	ON FILE
ROMAN BODENMILLER	ON FILE
ROMAN BULGAKOV	ON FILE
ROMAN ESPANA	ON FILE
ROMMEL HIPOLITO	ON FILE
RON CORBETT	ON FILE
RONALD ALBERTO NASMYTH	ON FILE
RONALD ANDREWS	ON FILE
RONALD BRITTON	ON FILE
RONALD ELIZARREY JR	ON FILE
RONALD JUNG	ON FILE
RONALD PETERS	ON FILE
RONG LIN	ON FILE
RONGMEI JIANG	ON FILE
RONI COLLINS	ON FILE
ROXANE ROTHSTEIN	ON FILE
ROXANNA PAULIN	ON FILE
ROXANNE ARDARY	ON FILE
ROY BURLESON	ON FILE
ROY LENNOX	ON FILE
ROY WHITTEN	ON FILE
ROYCE CHANNEY	ON FILE
ROYCE OKUBO	ON FILE
ROYSTON DUNN	ON FILE
RUARDT PROZESKY	ON FILE
RUBEN OMEGA	ON FILE
RUBEN PEREZ	ON FILE
RUBEN QUESADA	ON FILE
RUDY MOGDEN	ON FILE
RUMMAN ZAHEER	ON FILE
RUSLAN OLEKSYK	ON FILE
RUSLAN OSTAPCIUC	ON FILE

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NAME	ADDRESS
RUSSELL CHRISTOPHER	ON FILE
RUSSELL HOODENPYLE	ON FILE
RUSSELL LANE BOYD	ON FILE
RUSSELL MCHENRY	ON FILE
RUSSELL SMITH	ON FILE
RUSSELL VAN ZILE	ON FILE
RUSSELL VEGH	ON FILE
RUSSELL WOODBRIDGE	ON FILE
RUTH GILLIAM	ON FILE
RYAN JOSEPH CONNELLY	ON FILE
RYAN JOSEPH MORTTI	ON FILE
RYAN KIRCHNER	ON FILE
RYAN KNAPP	ON FILE
RYAN MCCORMACK	ON FILE
RYAN MOWER	ON FILE
RYAN MOYNIHAN	ON FILE
RYAN P GROTE	ON FILE
RYAN REED	ON FILE
RYAN REETER	ON FILE
RYAN RESTIVO	ON FILE
RYAN RIGSBY	ON FILE
RYAN SWINFORD	ON FILE
RYAN TABER	ON FILE
RYAN TANCREDI	ON FILE
RYAN WILSON	ON FILE
RYAN WINIARSKI	ON FILE
RYAN WIRTH	ON FILE
RYAN WONG	ON FILE
RYAN WROTEN	ON FILE
RYAN ZANKL	ON FILE
SAGAR NARAYAN	ON FILE
SAGAR PATEL	ON FILE
SAGI SAM BRODY	ON FILE
SAHAR AKBARZADEH	ON FILE
SAHAR KHAN	ON FILE
SAHR BRIMA	ON FILE
SAI KOSARAJU	ON FILE
SAI KRISHNA HARIDASS	ON FILE
SAI KULAKARNI	ON FILE

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NAME	ADDRESS
SAI MA	ON FILE
SAI SANKEERTH NOMULA	ON FILE
SAI SHARAN SIDDAMSHETTY	ON FILE
SAIFUL ISLAM	ON FILE
SALVADOR GUERRERO	ON FILE
SALVADOR TORAN	ON FILE
SALVATORE ZISA	ON FILE
SAM HUBERT	ON FILE
SAM KRUPIZARZ	ON FILE
SAM LIPMAN-STERN	ON FILE
SAM MANGIONE	ON FILE
SAM PLETZ	ON FILE
SAM POULLETTE	ON FILE
SAM STRATFORD	ON FILE
SAM TRIZZA	ON FILE
SAM WEIST	ON FILE
SAM WESTON HENDERSON	ON FILE
SAM WU	ON FILE
SAM WYNENS	ON FILE
SAMANTHA AYSON	ON FILE
SAMANTHA BENNER	ON FILE
SAMANTHA BLACKMAN	ON FILE
SAMANTHA BROWN	ON FILE
SAMANTHA CREECH	ON FILE
SAMANTHA GOMEZ	ON FILE
SAMANTHA HARDER	ON FILE
SAMER SALHANI	ON FILE
ZACHARY WITTHOEFT	ON FILE
ZACK LAVERGNE	ON FILE
ZACK SAMUEL	ON FILE
ZACKARY POWERS	ON FILE
ZAKI KIRIAKOS	ON FILE
ZALE KIAH WAMPLER	ON FILE
ZANDRA SOTO WASSEL	ON FILE
ZANE GRIFFITH	ON FILE
ZANE WOUK BAR-ZEV	ON FILE
ZAREAH GEATHERS	ON FILE
ZARKO ALEKSIC	ON FILE
ZEBULON FRANTZICH	ON FILE

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NAME	ADDRESS
ZECHARIAH J KIRSCHER	ON FILE
ZENOBIA MORANT	ON FILE
ZEYU ZHANG	ON FILE
ZHANG YUENA	ON FILE
ZHEN BANG YU	ON FILE
ZHENG WU	ON FILE
ZHENYUAN YOU	ON FILE
ZHEZHEN WANG	ON FILE
ZHIQIN HE	ON FILE
ZHIYONG ZHU	ON FILE
ZHOUYANG LIU	ON FILE
ZIAD ABDELKARIM	ON FILE
ZIAN VISSER FOUCHE	ON FILE
ZIAN XIONG	ON FILE
ZIED GUIZANI	ON FILE
ZIFUS JAMES	ON FILE
ZIJIAN WAN	ON FILE
ZIWEN SONG	ON FILE
ZOILO ALBERTO ROBLES	ON FILE
ZUBEIR HAROUN	ON FILE
ZUMRETA KEKIC	ON FILE
ZURI KIM	ON FILE
ZURISADAHI LOPEZ	ON FILE

Exhibit F

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Telephone: (212) 446-4800
Facsimile: (212) 446-4900

*Counsel to the Debtors and
Debtors in Possession*

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**UNITED STATES BANKRUPTCY COURT
SOUTHERN DISTRICT OF NEW YORK**

In re:

CELSIUS NETWORK LLC, *et al.*,¹

Debtors.

)
) Chapter 11
)
) Case No. 22-10964 (MG)
)
) (Jointly Administered)
)

**NOTICE OF DEADLINE
REQUIRING SUBMISSION OF PROOFS
OF CLAIM ON OR BEFORE JANUARY 3, 2023,
AND RELATED PROCEDURES FOR SUBMITTING PROOFS
OF CLAIM IN THE ABOVE-CAPTIONED CHAPTER 11 CASES**

**TO: ALL PERSONS AND ENTITIES WITH CLAIMS AGAINST ANY DEBTOR
LISTED ON PAGE 2 OF THIS NOTICE IN THE ABOVE-CAPTIONED
CHAPTER 11 CASES.**

The United States Bankruptcy Court for the Southern District of New York (the “Bankruptcy Court”) has entered an order (the “Bar Date Order”) establishing **5:00 p.m. prevailing Eastern Time on January 3, 2023** (the “General Claims Bar Date”), as the last date for each person or entity² (including individuals, partnerships, corporations, joint ventures, and trusts) to submit a Proof of Claim against any of the Debtors listed on page 2 of this notice (collectively, the “Debtors”).

¹ The Debtors in these chapter 11 cases, along with the last four digits of each Debtor’s federal tax identification number, are: Celsius Network LLC (2148); Celsius KeyFi LLC (4414); Celsius Lending LLC (8417); Celsius Mining LLC (1387); Celsius Network Inc. (1219); Celsius Network Limited (8554); Celsius Networks Lending LLC (3390); and Celsius US Holding LLC (7956). The location of Debtor Celsius Network LLC’s principal place of business and the Debtors’ service address in these chapter 11 cases is 121 River Street, PH05, Hoboken, New Jersey 07030.

Except for those holders of the claims listed below that are specifically excluded from the General Claims Bar Date submission requirement, the Bar Dates³ and the procedures set forth below for submitting proofs of claim (each, a “Proof of Claim”) apply to all Claims (defined below) against the Debtors that arose prior to **July 13, 2022** (the “Petition Date”), the date on which the Debtors commenced cases under chapter 11 of the United States Bankruptcy Code, **including parties asserting Claims pursuant to section 503(b)(9) of the Bankruptcy Code (each, a “503(b)(9) Claim”).**⁴ In addition, governmental units have until **5:00 p.m. prevailing Eastern Time on January 10, 2023** (the date that is the first business day following 180 days after the order for relief) (the “Governmental Bar Date”), to submit Proofs of Claim.

A holder of a possible Claim against the Debtors should consult an attorney regarding any matters not covered by this notice, such as whether the holder should submit a Proof of Claim.

Debtors in these Chapter 11 Cases

Debtor Name	Last Four Digits of Tax Identification Number	Case Number
Celsius Network LLC	2148	22-10964
Celsius KeyFi LLC	4414	22-10967
Celsius Lending LLC	8417	22-10970
Celsius Mining LLC	1387	22-10968
Celsius Network Inc.	1219	22-10965
Celsius Network Limited	8554	22-10966
Celsius Networks Lending LLC	3390	22-10969
Celsius US Holding LLC	7956	22-10971

Who Must Submit a Proof of Claim

You **MUST** submit a Proof of Claim to vote on a chapter 11 plan filed by the Debtors or to share in distributions from the Debtors’ estates if you have a Claim that arose before the Petition Date and it is ***not*** one of the types of Claims described under the heading “Claims for Which Proofs of Claim Need Not Be Filed” below. Claims based on acts or omissions of the Debtors that occurred before the Petition Date must be submitted on or prior to the applicable Bar Date, even if such Claims are not now fixed, liquidated, or certain or did not mature or become fixed, liquidated, or certain before the Petition Date.

² As used herein, the term “entity” has the meaning given to it in section 101(15) of title 11 of the United States Code (the “Bankruptcy Code”), and includes all persons, estates, trusts and the United States trustee. Furthermore, the terms “person” and “governmental unit” have the meanings given to them in sections 101(41) and 101(27) of the Bankruptcy Code, respectively.

³ Defined collectively as the Rejection Bar Date (further defined herein), the General Claims Bar Date, the Supplemental Bar Date (further defined herein), and the Governmental Bar Date.

⁴ “503(b)(9) Claims” are Claims on account of goods received by a Debtor within 20 days before the Petition Date, where such goods were sold to the Debtor in the ordinary course of such Debtor’s business. See 11 U.S.C. § 503(b)(9).

Under section 101(5) of the Bankruptcy Code and as used in this notice, “Claim” means: (a) a right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, disputed, undisputed, legal, equitable, secured, or unsecured; or (b) a right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, disputed, undisputed, secured, or unsecured.

What To Submit

The Debtors are providing a link to access a Proof of Claim form for use in the cases in an email sent to each Retail Creditor; if your Claim is scheduled by the Debtors, the form sets forth your name, address, and email as it is reflected in the Debtors’ books and records. You will receive a different Proof of Claim form for each Claim scheduled in your name by the Debtors. Retail Creditors will receive one notification, even though Claims may be scheduled at multiple or all Debtors. You may utilize the Proof of Claim form(s) provided by the Debtors to submit your Claim.

Your Proof of Claim form must not contain complete social security numbers or taxpayer identification numbers (only the last four digits), a complete birth date (only the year), the name of a minor (only the minor’s initials) or a financial account number (only the last four digits of such financial account).

Additional Proof of Claim forms may be obtained by contacting the Debtors’ notice and claims agent, Stretto, Inc. (the “Notice and Claims Agent”), by calling 855-423-1530 for callers in the United States or by calling 949-669-5873 for callers outside the United States and/or visiting the Debtors’ restructuring website at: <http://cases.stretto.com/celsius>.

The following procedures for the submission of Proofs of Claim against the Debtors in these chapter 11 cases shall apply:

- a) Each Proof of Claim must: (i) be written in English; (ii) set forth (A) for any Claim based on cryptocurrency(ies) held in an account on the Debtors’ platform, the number of units of each cryptocurrency held in such account⁵ and (B) in the case of any other Claim, the amount of such Claim denominated in United States dollars; (iii) conform substantially with the Proof of Claim Form provided by the Debtors or Official Form 410; (iv) be signed or electronically transmitted through the interface available on the Notice and Claims Agent’s website at <http://cases.stretto.com/celsius> by the claimant or by an authorized agent or legal representative of the claimant; and (v) unless otherwise consented to by the Debtors in writing, include supporting documentation unless voluminous, in which case a summary must be attached or an explanation provided as to why documentation is not available.⁶

⁵ For the avoidance of doubt, all claims for cryptocurrency held by any holder must clearly state (i) each type of cryptocurrency held and (ii) the number of units of each cryptocurrency held.

⁶ Supporting documentation may include, but is not limited to, a .csv report of the claimants’ account with the Debtors.

- b) In addition to the requirements set forth in (a) above, any Proof of Claim asserting a 503(b)(9) Claim must also: (i) include the value of the goods delivered to and received by the Debtors in the 20 days prior to the Petition Date; (ii) attach any documentation identifying the particular invoices for which the 503(b)(9) Claim is being asserted; (iii) attach documentation of any reclamation demand made to any Debtor under section 546(c) of the Bankruptcy Code (if applicable); and (iv) set forth whether any portion of the 503(b)(9) Claim was satisfied by payments made by the Debtors pursuant to any order of the Bankruptcy Court authorizing the Debtors to pay prepetition Claims.
- c) Parties who wish to receive proof of receipt of their Proofs of Claim from the Notice and Claims Agent must also include with their Proof of Claim a copy of their Proof of Claim and a self-addressed, stamped envelope.
- d) Each Proof of Claim must specify by name and case number the Debtor against which the Claim is submitted by checking the applicable box at the top of the proposed Proof of Claim Form. Each Proof of Claim will include the option to submit Claims against “All Debtors.” A Proof of Claim submitted under Case No. 22 10964 or that does not identify a Debtor will be deemed as submitted only against Celsius Network LLC. A Proof of Claim that names a subsidiary Debtor but is submitted under Case No. 22 10964 will be treated as having been submitted against the subsidiary Debtor with a notation that a discrepancy in the submission exists.
- e) If the holder asserts separate Claims against different Debtors, a separate Proof of Claim form must be submitted with respect to each Claim; *provided* that a claim that indicates it is filed against each Debtor by checking the box titled “All Debtors (Account Holder Claim)” shall be deemed to have been filed against each Debtor without the need to file additional claims.
- f) The applicable terms of use governing the business relationship between the Debtors and their account holders are between each account holder, on the one hand, and Celsius Network LLC and its “Affiliates,” on the other hand (as defined in the terms of use). This may mean that account holders have claims against every Debtor and non-Debtor entity in the Debtors’ corporate structure. The Debtors understand that certain parties in interest, including certain holders of the Series B Preferred Shares issued by Celsius Network Limited, intend to argue that account holders have claims solely against Celsius Network LLC. The Debtors expect that this legal issue will be resolved by the Court in the near term, either through a to-be-commenced adversary proceeding, a claims objection, or other litigation (the “Account Holder Claim Ruling”). Indeed, the Debtors have filed proposed procedures to address this legal issue at Dkt. No. 1338, and upon entry of an order approving such procedures, the Debtors shall provide notice thereof to all account holders.
- g) Pursuant to Bankruptcy Rule 3003(c)(2), if a claim is scheduled as contingent, unliquidated, or disputed, a creditor must file a Proof of Claim in order to preserve rights with respect to such Claim. The Debtors have scheduled account holder Claims at each Debtor Entity and have not scheduled any such Claim as contingent, unliquidated, or disputed. The Debtors believe that scheduling any such Claims as contingent, unliquidated, or disputed would inequitably require each account holder to file a Proof of Claim against each Debtor Entity to preserve the rights to the issues to be decided through the Account Holder Claim Ruling. For

the avoidance of doubt, it is not the intent of the Debtors to create any presumption that account holders have Claims against each Debtor entity, as that issue is disputed by certain holders of the Series B Preferred Shares issued by Celsius Network Limited, and no creditor or other party should rely on the fact that the account holder claims are scheduled at each Debtor entity as dispositive as to this legal issue, which will be decided in the Account Holder Claim Ruling. To the extent the Court enters a final and non-appealable order with respect to the Account Holder Claim Ruling, the Debtors intend to amend the Schedules to the extent required by such ruling. At this time, to the extent an account holder agrees with the amount of their claim provided in the Schedules, there is no need to file an additional Proof of Claim to ensure that such Claim is asserted against each Debtor Entity. For the avoidance of doubt, nothing contained herein is intended as, or should be construed as, an admission or stipulation of the validity of any claim against any Debtor, any assertion made therein or herein, or a waiver of any Debtor's rights to dispute any claim or assert any cause of action or defense against any party.

- h) Receipt of Service: Any claimant wishing to receive acknowledgment that Stretto received its Proof of Claim must submit (i) a copy of the Proof of Claim Form (in addition to the original Proof of Claim Form sent to Stretto) and (ii) a self-addressed, stamped envelope.

When and Where To Submit

Each Proof of Claim, including supporting documentation, must be submitted so that the Notice and Claims Agent ***actually receives*** the Proof of Claim on or before the applicable Bar Date by: (i) electronically using the interface available on the Notice and Claims Agent's website at <https://cases.stretto.com/celsius>, or (ii) first-class U.S. Mail, overnight mail, or other hand-delivery system, which Proof of Claim must include an ***original*** signature, at the following address: Celsius Claims Processing, c/o Stretto, 410 Exchange, Suite 100, Irvine, CA 92602.

PROOFS OF CLAIM MUST BE SUBMITTED BY MAIL, BY HAND, OR THROUGH THE STRETTO WEBSITE. PROOFS OF CLAIM SUBMITTED BY FACSIMILE OR ELECTRONIC MAIL WILL NOT BE ACCEPTED AND WILL NOT BE DEEMED TIMELY SUBMITTED.

Claims for Which Proofs of Claim Need Not Be Filed

Persons or entities need ***not*** submit a Proof of Claim on behalf of a Claim in these chapter 11 cases on or prior to the applicable Bar Date if the Claim falls into one of the following categories:

- a) any Claim that has already been asserted in a Proof of Claim against the Debtors with the clerk of the Bankruptcy Court for the Southern District of New York in a form substantially similar to Official Bankruptcy Form No. 410 (unless such person or entity wishes to assert the Claim against a Debtor not identified in the prior Proof of Claim, in which case an additional Proof of Claim must be filed);
- b) any Claim that is listed on the Schedules filed by the Debtors, provided that (i) the Claim is not scheduled as "disputed," "contingent," or "unliquidated"; (ii) the claimant does not

disagree with the amount, nature, and priority of the Claim as set forth in the Schedules; and
(iii) the claimant does not dispute that the Claim is an obligation only of the specific Debtor against which the Claim is listed in the Schedules;

- c) any Claim that has previously been allowed by order of this Court;
- d) any Claim that has already been paid in full by any of the Debtors;
- e) any Claim for which a different deadline has previously been fixed by this Court;
- f) any Claim held by a Debtor against another Debtor or any of the non-Debtor subsidiaries (whether direct or indirect) of Celsius Network, Inc.;
- g) any Claim allowable under sections 503(b) and 507(a)(2) of the Bankruptcy Code as an expense of administration incurred in the ordinary course, provided that any person or entity asserting a Claim entitled to administrative expense status under section 503(b)(9) of the Bankruptcy Code must assert such Claim by filing a request for payment or a Proof of Claim on or prior to the General Claims Bar Date;
- h) any Claim based on an equity interest in the Debtors;
- i) any Claim held by a current employee of the Debtors if an order of the Court authorizes the Debtors to honor such Claim in the ordinary course of business as a wage, commission, or benefit; any current or former employee must submit a Proof of Claim by the General Claims Bar Date for all other Claims arising before the Petition Date, including Claims for wrongful termination, discrimination, harassment, hostile work environment, and retaliation;
- j) any Claim held by a current officer or director for indemnification, contribution, or reimbursement;
- k) any Claim for fees and expenses of professionals retained in these chapter 11 cases, including those retained pursuant to the *Order Authorizing the Retention and Compensation of Professionals Utilized in the Ordinary Course of Business* [Docket No. 519]; and
- l) any Claim held by any person or entity solely against a non Debtor entity.

THIS NOTICE IS BEING SENT TO MANY PERSONS AND ENTITIES THAT HAVE HAD SOME RELATIONSHIP WITH OR HAVE DONE BUSINESS WITH THE DEBTORS BUT MAY NOT HAVE AN UNPAID CLAIM AGAINST THE DEBTORS. THE FACT THAT YOU HAVE RECEIVED THIS NOTICE DOES NOT MEAN THAT YOU HAVE A CLAIM OR THAT THE DEBTORS OR THE BANKRUPTCY COURT BELIEVE THAT YOU HAVE ANY CLAIM.

Executory Contracts and Unexpired Leases

If you have a Claim arising from the rejection of an executory contract or unexpired lease, you must submit your Proof of Claim based on such rejection on or before the later of (a) the General Claims Bar Date and (b) any date the Bankruptcy Court may fix in the applicable order

authorizing such rejection and, if no such date is provided, 30 days from the date of entry of such order (the “Rejection Bar Date”). The Debtors will provide notice of the Rejection Bar Date to the contract or lease counterparty whose contract or lease is being rejected at the time the Debtors reject any executory contract or unexpired lease.

Supplemental Bar Date

In the event the Debtors amend or supplement their Schedules, the Debtors shall give notice of any such amendment to the holders of any Claim affected thereby, and such holders shall be afforded at least 35 days from the date on which such notice is given to submit a Proof of Claim with respect to such amended Claim (any such date, a “Supplemental Bar Date”) or be forever barred from doing so.

The Debtors’ Schedules and Access Thereto

You may be listed as the holder of a Claim against one or more of the Debtors in the Debtors’ Schedules of Assets and Liabilities and/or Schedules of Executory Contracts and Unexpired Leases (collectively, the “Schedules”).

Copies of the Debtors’ Schedules are available: (a) from the Notice and Claims Agent by calling 855-423-1530 for callers in the United States or by calling 949-669-5873 for callers outside the United States and/or visiting the Debtors’ restructuring website at: <http://cases.stretto.com/celsius>; (b) by written request to Debtors’ counsel at the address and telephone number set forth below; and/or (c) for inspection on the Bankruptcy Court’s Internet Website at <http://ecf.nysb.uscourts.gov>. A login and password to the Bankruptcy Court’s Public Access to Electronic Court Records are required to access this information and can be obtained at <http://www.pacer.psc.uscourts.gov>. Copies of the Schedules may also be examined between the hours of 8:30 a.m. and 4:00 p.m., Monday through Friday, at the Office of the Clerk of the Bankruptcy Court, One Bowling Green, New York, New York 10004.

If you rely on the Debtors’ Schedules, it is your responsibility to determine that the Claim is accurately listed in the Schedules.

As set forth above, if you agree with the nature, amount, and classification of your Claim as listed in the Debtors’ Schedules, and if you do not dispute that your Claim is only against the Debtor specified by the Debtors, and if your Claim is **not** described as “disputed,” “contingent,” or “unliquidated,” **you need not submit a Proof of Claim**. Otherwise, or if you decide to submit a Proof of Claim, you must do so before the applicable Bar Date in accordance with the procedures set forth in this notice.

Please note that if you believe that you have a Claim or Claims against one or more Debtors separate and apart from the return of your cryptocurrency set forth on the Debtors’ Schedules, you are required to submit such Claim or Claims by the applicable Bar Date.

Reservation of Rights

Nothing contained in this Bar Date Notice is intended, or should be construed, as a waiver of the Debtors’ right to: (a) dispute, or assert offsets or defenses against, any submitted Proof of

Claim or any claim listed or reflected in the Schedules as to the nature, amount, liability, or classification of such claims; (b) subsequently designate any scheduled claim as disputed, contingent, or unliquidated; and (c) otherwise amend or supplement the Schedules.

Consequences of Failure to Submit a Proof of Claim by the Applicable Bar Date

ANY HOLDER OF A CLAIM THAT IS NOT LISTED IN THIS NOTICE AS A CLAIM EXCEPTED FROM THE REQUIREMENTS OF THE BAR DATE ORDER AND THAT FAILS TO TIMELY SUBMIT A PROOF OF CLAIM IN THE APPROPRIATE FORM WILL BE FOREVER BARRED, ESTOPPED, AND ENJOINED FROM (1) ASSERTING SUCH CLAIM AGAINST THE DEBTORS AND THEIR CHAPTER 11 ESTATES, (2) VOTING ON ANY CHAPTER 11 PLAN OF REORGANIZATION FILED IN THESE CASES ON ACCOUNT OF SUCH CLAIM, AND (3) PARTICIPATING IN ANY DISTRIBUTION IN THE DEBTORS' CHAPTER 11 CASES ON ACCOUNT OF SUCH CLAIM.

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BY ORDER OF THE COURT

New York, New York
Dated: November 16, 2022

/s/ Joshua A. Sussberg

KIRKLAND & ELLIS LLP

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*Counsel to the Debtors and
Debtors in Possession*

Exhibit G

**Exhibit G**

Served via First-Class Mail

NAME	ADDRESS 1	ADDRESS 2	CITY	STATE	ZIP
ARNOLD, CHANDLER	ON FILE				
BAREJA, SAHIL	ON FILE				
BIN MOHD SALEH, AZRUL	ON FILE				
CAGUIOA, CARLO	ON FILE				
CARRIERE, DAVID	ON FILE				
CARTER, SHAUN	ON FILE				
CHOI, JOYCE	ON FILE				
DAHAL, UTSAV	ON FILE				
DE SEINGALT, BENJAMIN	ON FILE				
MESSARI INC.	52631	228 PARK AVE S	NEW YORK	NY	10003-1502
MURPHY POINDEXTER	ON FILE				
NASH, COOPER	ON FILE				
NEELY, STEPHANIE	ON FILE				
PERCOCO, KATHLEEN	ON FILE				
ROMAN, ENRIQUE	ON FILE				
SHAPIRO, YAKOV	ON FILE				
SIEGEL, CHARLES	ON FILE				
SIMCOE, ROBERT	ON FILE				
SOKOLOVITS, JAN	ON FILE				
STANN, DAVID	ON FILE				
TRAHANOVSKY, TORREY	ON FILE				